



Office of Procurement Management

PROCUREMENT POLICIES AND PROCEDURES MANUAL

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Note: GTA Office of Procurement Management, at its option, may change, delete, suspend, or discontinue parts or the policy in its entirety, at any time without prior notice.

ADOPTED:

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Sourcing Governance Officer



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INTRODUCTION

This document has been developed by the GTA Office of Procurement Management to establish the general policies and procedures for the planning, development, solicitation, award, and management of procurements conducted for the Georgia Technology Authority ("GTA").

1. Procurement Overview

Contact Information	
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Email Address	Procurement@gta.ga.gov
Web	www.gta.ga.gov/procurement

1.1. Purpose and Mission

GTA has established a centralized Office of Procurement Management (OPM) to perform GTA's purchasing functions. It is the mission of the Office of Procurement Management to contribute to the efficiency and effectiveness of procuring IT goods and services; defining procurement processes and functions; promoting fiscal responsibility; and helping improve customer satisfaction for GTA.

1.2. Role in the Organization

Under GTA's establishment as an authority of the state of Georgia and an exempted entity to the DOAS State Purchasing Act (O.C.G.A. § 50-5-50 et seq.), GTA Office of Procurement Management is the primary office with full autonomous and unlimited scope of responsibility for conducting all actions regarding the procurement of supplies, equipment, goods, and initial contractual services for GTA. For purposes of this manual, "GTA" means the divisions and offices within GTA. "Customers" means all organizations, divisions, offices, and agencies administratively supported by GTA.

1.3. Enabling Authority

In accordance with [O.C.G.A 50-25-4](#), OPM is duly authorized and delegated with unlimited procurement authority by the GTA Executive Director to act on behalf of GTA in all public procurement activities.

OPM is authorized to carry out all other duties and responsibilities of state of Georgia governmental procurement in a manner consistent with prevailing practices, means, and methods, and is relied upon to provide direction in doing so.

OPM will adhere to all applicable state of Georgia laws, rules, regulations, policies, and mandates governing procurement of goods and services and the disposition of State property.

1.4. GTA Procurement Manual (GTA PM)

The GTA Procurement Manual (GTA PM), issued by the GTA is the reference source for GTA procurement practices and policies.

1.5. Procurement Duties and Responsibilities

The GTA Chief Procurement and Sourcing Officer has managerial responsibility for the three pillars of GTA's public sector procurement: (1) sourcing, (2) procurement, and (3) contract management/governance.

The foundation for obtaining goods and services include strategic tasks of sourcing to provide consistent and quality procurement services to GTA in accordance with all applicable laws, rules, regulations, and policies for the administrative and operational procurement needs of GTA.

GTA Office of Procurement Management (OPM) is an administrative support function. The staff of OPM



has the responsibility for recommending and prescribing uniform procedures for requisitioning, buying, and receiving goods and services. The following are some of the tasks associated with the procurement of goods and services for the administrative and operational needs of GTA, which broadly include:

1. Implementing authority-wide procedures for procurement of operational and project goods and services, including information technology, capital equipment/improvements and consultative services.
2. Determining the proper and most effective procurement sourcing method for obtaining required goods and services to take maximum advantage of competitive processes, purchasing power and volume discounts.
3. Interfacing with the marketplace suppliers who may be interested in providing goods and/or services by conducting formal interviews with prospective suppliers, contractors, and professional firms.
4. Issuing public solicitations such as Requests for Quotes, Requests for Proposals, Sealed Bids, Requests for Information and Requests for Qualified Contractors for GTA projects and initiatives.
5. Helping assemble and manage stakeholder committees for development of procurement evaluation criteria.
6. Conducting pre-bid conferences.
7. Conducting bid openings.
8. Facilitating the evaluation of proposals.
9. Producing public bid result notices; procurement recommendation and justification reports and other selection related reports.
10. Working closely with the office of the GTA General Counsel and Contract Management in drafting, collaborating on various contractual related documents for GTA.
11. Issuing purchase orders (POs).
12. Administers and manages GTA's Purchasing Card (P-Card) Program as a participant in the Department of Administrative Services' (DOAS) Statewide P-Card Program.
13. Acting as the sole creator of Receiving Reports within the State's recognized financial system, coordinating with GTA Accounts Payable and the GTA Business Owner.
14. Studying industry and market trends, reviewing current developments, literature, and technical sources of information for advising senior staff in matters of strategic sourcing and procurement.
15. Facilitating procurement disputes and protests utilizing GTA PM procedures as appropriate and set forth herein.
16. Training and cross training all GTA personnel involved in the procurement process in the implementation of the procedures of this manual and other procedures as appropriate. The GTA Office of Procurement Management also works with DOAS's State Purchasing Division (SPD) and other nationally recognized procurement related organizations and training centers to facilitate training and certification of staff, as appropriate.

Although the Office of Procurement Management is responsible for managing the activities described above, the procedures contained in this manual are applicable to all GTA personnel involved in the requisitioning, receiving, use, transferring, and replacement of any and all goods and services utilized for GTA.



1.6. Exceptions

Any exceptions to any requirement described in these policies and procedures may only be granted by the express written approval of the Chief Procurement and Sourcing Officer and/or the Director of Procurement, and the GTA Executive Director and/or the GTA Deputy Executive Director and/or the GTA Chief Financial Officer, if deemed necessary, to the extent that such exception does not conflict with the GTA policies or the laws of the state of Georgia.

GTA Business Owner requests for exceptions must be made by the respective senior officer or designated office director in the normal requisition submission process to the Office of Procurement Management, along with a detailed statement of justification for the exception.

The Chief Procurement and Sourcing Officer and/or the Director of Procurement may also make exceptions to the requirements and thresholds on behalf of departments or GTA if the Office of Procurement Management deems that an exception may be in the best interest of GTA. Such requests will be communicated to the office director and the senior officer, with a copy of such request sent to GTA's Executive Director and/or other appropriate member of GTA's executive leadership.

If the requested exception is approved, the Office of Procurement Management will carry out such determination prescribed by the Chief Procurement and Sourcing Officer and/or the GTA Procurement Director. If the exception is denied, OPM will follow the normal course for the procurement.

1.7. Manual Revisions

This manual supersedes any or all previous GTA Procurement Manuals. While every effort is made to keep the contents of this document current, GTA's Office of Procurement Management reserves the right to modify, suspend, or terminate any of the policies, procedures, and/or benefits described in the manual with or without prior notice to offices.

1.8. Statewide Policies

When applicable, GTA OPM will abide by all of the following Georgia statewide policies:

Statewide Procurement Policies

- [State Accounting Office \(SAO\): Payment Method Policy](#)
- [Executive Order 12.21.10.01: Payment Timing](#)
- [SAO: Single Pay Policy](#)
- [SAO: Statewide Purchase Orders Policy](#)
- [SAO: Vendor Management Policy](#)
- [SAO: Vendor Reactivation Procedure](#)
- [SAO: Accounts Payable Disbursement Policy and Procedure](#)
- DOAS: [Georgia Procurement Manual](#)

Statewide Purchasing Card (P-Card) Policies

- DOAS: [Statewide P-Card Policy](#)
- DOAS: [AD 201701 P-Card Payment Method](#)

Statewide Travel Policies

- SAO: [Statewide Travel Policy](#)
- SAO: [Group Meal Policy](#)

2. PROCUREMENT POLICIES AND PROCEDURES

The Procurement Cycle Overview



Figure 1 - Procurement Process

The public procurement cycle includes all functions and procedures involved in the procurement of goods and services from the time the need is determined by the GTA requesting department or office until such goods and/or services are received, used, and disposed of.

In each section, there is a listing of the key steps required to complete the process, along with a table of all forms needed/used within that section.

2.1. Definition of Need

GTA's Office of Procurement Management is responsible for establishing, implementing, and maintaining the appropriate requisition method, processes, and tools for use by all GTA personnel in submitting requests for procurements.



Figure 2 – Step 1 - Definition of Need

2.1.1. Key Steps

The key steps for the **Definition of Need** stage are:

- Identifying internally/externally the need for purchase or establishment of a new contract
- Analyzing existing contract sources by applying the Order of Precedence



- Determining whether a sourcing event is required, and which method is best suited
- Reviewing special approvals or restrictions applying to certain purchases

TABLE 2.1		
Referenced Official Forms	GTA Use	Supplier Use
Emergency Justification Form	•	•
Blank W-9	•	•
E-Verify Contractor Affidavit		•
Certificate of Insurance (COI)		•
Tax compliance form		•
Proposal Certification Form		•
Master Service Agreement		•
Statement of Responsibility		•
Statement of Non-Collusion		•
Sexual Harassment Affidavit		•
Contact Information Worksheet		•
Data Security		•
Scrutinized Companies – O.C.G.A. § 50-5-84		•
Boycott of Israel- O.C.G.A. § 50-5-85		•
Automated Submission Process	GTA Use	Supplier Use
Piggyback Request	•	
Statewide Contract Waiver Request	•	
Georgia Procurement Registry (GPR)		•
Georgia Jaggaer Sourcing Director Registry		•

GTA OPM will assess and determine the need for a product or a service, in what quantity, and when the product or services must be delivered. Once the need is determined, the GTA Business Owner develops and submits a procurement requisition for approval.

The Office of Procurement Management and the requesting Business Owner engage in procurement planning discussions to further define and plan the appropriate method of procurement.

2.1.2. Procurement Planning

When a need arises to purchase goods and/or services, the requesting Business Owner must consider the level of complexity, volume, dollar value, any unknowns of the needed purchase, and engage the expertise of the Office of Procurement Management early in the planning process for assistance. The requesting Business Owner is responsible for identifying the specifications or scope of the requirements, such as recommended manufacturer/brand, model, quantity, size, functionalities, features, capabilities, minimum scope of work, and project deliverables.



2.2. Procurement Method Selection



Figure 3 - Step 2 - Procurement Method Selection

The Office of Procurement Management will research availability of existing contractors and open market suppliers to source from, decide the best method of procurement and conduct the appropriate procurement and award procedures to obtain the required product and/or services.

Should the needed goods and/or services require a competitive bid solicitation, the Office of Procurement Management will collaborate with the requesting Business Owner and plan the procurement process. (Also, see section [2.3..7.1 Formal Bid Solicitations.](#))

2.2.1. Key Steps

The key steps for the **Procurement Method Selection** stage are:

- Creating a requisition within the Team Georgia Marketplace™ (TGM) eProcurement system (“ePro”)
- Identifying the best solicitation method
- Planning the solicitation
- Identifying scope, stakeholders, and critical business requirements
- Conducting market analysis to identify available goods, services, and suppliers
- Estimating expected contract award value or purchases for the fiscal year
- Addressing market and budget constraints

TABLE 2.2		
Referenced Official Forms	GTA Use	Supplier Use
W9	•	•
E-Verify Contractor Affidavit	•	•
Certificate of Insurance (COI)		•
Procurement Planning Milestones ¹	•	
Sole Source Justification	•	
Sole Brand Justification	•	
Emergency Purchase Justification	•	
Request For Information Template	•	
Automated Submission Process	GTA Use	Supplier Use
Georgia Jaggaer Sourcing Director Registry	•	•
Administrative Review	•	
Requisition in TGM™	•	
Request For Information Solicitation	•	

¹ See Appendix L



2.2.2. Roles and Responsibilities

GTA Department Responsibilities

- Create requisition
- Provide Statement of Work (SOW) and specifications
- Determine cross functional and core evaluation team
- Establish and determine scoring for solicitation

GTA Procurement Responsibilities

- Maintain library of all sourcing documents
- Update, as necessary, all sourcing forms
- Determine best sourcing methodology
- Determine solicitation scoring and evaluation criteria, with assistance from end-user department
- Facilitate pre-post solicitation departmental meetings
- Evaluation guidelines

GTA Office of Contract & Compliance Responsibilities

- Provide a complete Master Services Agreement (MSA)
- Provide a complete Memorandum of Understanding (MOU) if sourcing for other state entity
- Validate SOW is consistent with MSA and GTA policies

GTA Office of Accounting Services Responsibilities

- Validate budget and charging codes

2.2.3. Requisition Submission

The official requisition method to be used by GTA for requesting procurement services is provided in section 5 - [Appendix B, Tool -Team Georgia Marketplace™ \(TGM\)](#)

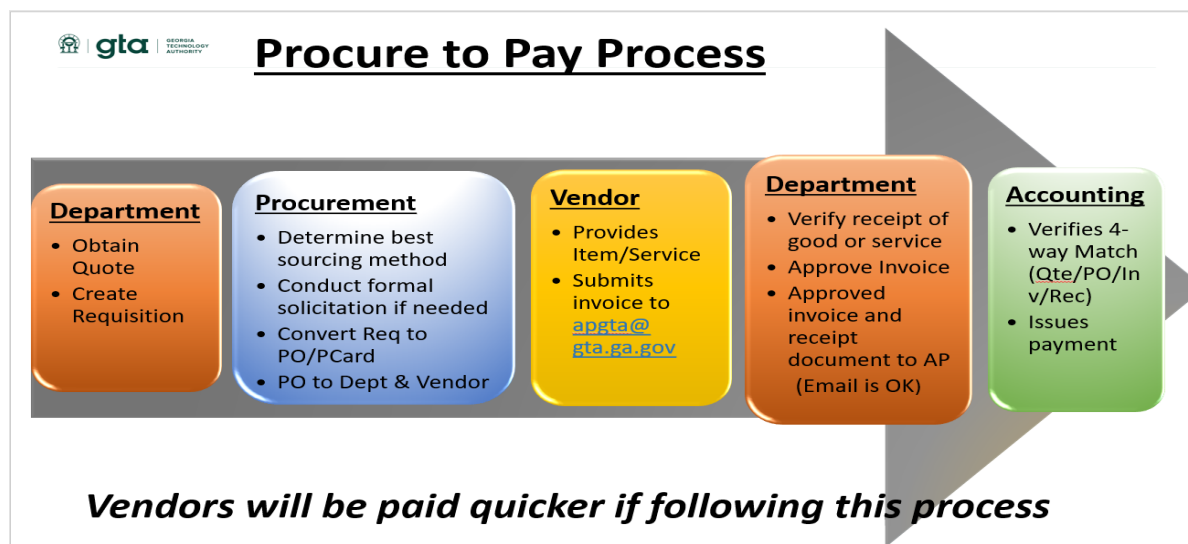


Figure 4 - Procure to Pay Process

Requisitions issued by Business Owner must be submitted per the GTA Procurement Requisition Method to the Office of Procurement Management with the appropriate documentation and approvals.



The following are requirements for requesting goods and services:

- The procurement Requisition must provide a clear description of supplies and equipment required, including any known item or catalog number, product code or other nomenclature that provides accurate item identification. For procurements involving services, the scope of work and requirements of the needed goods and/or services will be provided by the requesting Business Owner.
- Requesting Business Owner should determine budget amounts and obtain required approvals prior to submitting the requisition to the Office of Procurement Management.
- The Requisition must indicate a reasonable requested delivery date in the “Date needed” block. The typical processing time from receipt of a Requisition to actual order averages approximately three (3) working days for standard, non-emergency or non-special items. Lead time for actual receipt of the item(s) varies by supplier and the particular item(s) ordered.
- For procurements conducted through a competitive bid solicitation, determining the appropriate turnaround time for delivery of the good or service or contract commencement must be taken into consideration. Expected process lead-times to be developed in coordination with the Office of Procurement Management.
- For “rush” or Emergency Purchases of \$25,000 and above, needing an exception to the competitive bidding requirements and an expedited PO released within two (2) business days, the requesting Business Owner must provide a detailed justification.
- The Requisition should reflect any supplier or provider (if known) for the item(s) requested, although OPM may use its own sources for actual acquisition. Any tentative bids, quotes, or specifications received by the requesting Business Owner should be indicated on and attached to the Requisition.

2.2.4. Exception for Emergency Procurements

Verbal requests for procurement activities are not satisfactory substitutes in lieu of GTA’s official requisition method, except in case of an emergency. An official Requisition, along with approved justification must be included and attached to the Requisitions following any request made in an emergency situation.

2.2.4.1. Emergency Purchases

An emergency purchase is a goods and/or services requirement that must be delivered the same or next business day based on an emergency circumstance that exists where normal purchasing procedures cannot be utilized without extremely detrimental effects upon the operation of GTA and/or the State’s business.

Actions include, but are not limited to, the following:

- GTA Business Owner contacts the GTA Office of Procurement Management, by phone and/or email, to provide justification and ordering information about the emergency circumstance requiring prompt procurement action to obtain the needed goods and/or services for same or next business day delivery turnaround. Business Owner will follow-up and submit an official Requisition to GTA’s Office of Procurement Management in a timely manner.
- The GTA Procurement Director, or designee, will assess the submitted request and provide approval for prompt procurement by the assigned Procurement Officer.
- The assigned GTA Procurement Officer will conduct the procurement and award activities.



2.3. Solicitation Development



Figure 5 - Step 3 - Solicitation Development

2.3.1. Key Steps

The key steps for the **Solicitation Development** stage are:

- Review potential use of existing sources and contracts
- Determine if use of consultants is needed to develop solicitation
- Understand all required sourcing tools
- Select appropriate solicitation templates
- Construct solicitation and evaluation documents
- Select appropriate contract template, if applicable
- Supplier Actions:
 - Register on [Team Georgia Marketplace™](#)
 - Register on [Georgia Procurement Registry](#)
 - Register on [Jaggaer Sourcing Director](#)
 - Access and review solicitations
 - Prepare and submit response to solicitation
- GTA Actions:
 - Publicly advertise solicitations on [Jaggaer Sourcing Director](#) and the [Georgia Procurement Registry \(GPR\)](#)
 - Managing communications
 - Revising or canceling solicitations as needed
 - Receiving supplier responses and closing the solicitation

TABLE 2.3		
Referenced Official Forms	GTA Use	Supplier Use
Non-Disclosure Agreement (NDA)	•	•
Tax Compliance		•
E-Verify		•
W9		•
Certificate of Insurance (COI)		•
Master Services Agreement (MSA)	•	•
RFP Template	•	
RFQ Template	•	
RFQC Template	•	
Statement of Need (SON) Template	•	
Mandatory Response Worksheet	•	•



TABLE 2.3		
Referenced Official Forms	GTA Use	Supplier Use
Offeror's Conference Announcement	•	
Request for Clarification	•	•
Definitions (GETS, GTA Direct, SON)	•	•
Questions (and Answers) Form	•	•
Automated Submission Process	GTA Use	Supplier Use
Register via Jaggaer Sourcing Director		•
Register Georgia Procurement Registry (GPR)		•
Register on Team Georgia Marketplace™		•

2.3.2. Strategic Procurement Planning

In an effort to facilitate and conduct best value procurements, GTA Office of Procurement Management may develop and implement a Procurement Planning Milestones (PPM) document, as a general practice, identifying assigned stakeholder roles and procurement milestone tasks to plan and communicate the procurement process and timeline. (See [Appendix L - Procurement Planning Milestone \(PPM\) Sample](#)).

2.3.3. Supplier Sourcing and Selection Procedures

The Office of Procurement Management will procure goods and services using competitive methods whenever required and practicable and will operate under the procurement parameters and procedures of this GTA PM which prescribes the competitive bidding thresholds.

2.3.3.1. General Process for Purchasing Goods and Services

All requests for services provided by the Office of Procurement Management must be initiated by proper authorization of the respective Office Director, Senior Officer, or their designated staff member. This process is typically initiated by creating a requisition in the Team Georgia Marketplace™ financial system.

The following are the general supplier sourcing procedures and practices for obtaining goods and services:

- The Office of Procurement Management will determine the best acquisition methods that comply with bidding parameters. The Office of Procurement Management will recommend award to suppliers reflecting the final price. The Business Owner will submit/update a requisition affirming the selection. OPM will prepare and issue a purchase order (PO). The approved and signed PO is forwarded electronically by email or EDI to the awarded supplier and to all other appropriate internal parties.
- When notified in writing either by Business Owner or GTA Accounts Payable, the OPM will electronically receive the goods/services into the State's financial system. An approved invoice by the Business Office is required prior to the release of funds. The approved invoice is electronically sent to GTA Office of Accounting Services for further processing.
- The Business Owner will enforce the contractual guarantee or warranty applying to the goods or services purchased, engaging GTA General Counsel or GTA Office of Contracts & Compliance for assistance, as needed.



2.3.3.2. Purchasing Goods and Services Using the State of Georgia Purchasing Card Program

Use of the state of Georgia Purchasing Card (P-Card) by approved GTA cardholders for the purchase of goods and services will be in compliance with the policies and procedures in the DOAS State P-Card Policy, available on the DOAS website and the GTA P-Card Manual (available on the **myGTA** intranet site).

2.3.4. Best Value Methodology

The following steps may be employed in the application of the best value procurement methodology:

- Appropriate best value bidding method is determined by GTA Office of Procurement Management.
- Solicitation document is advertised in accordance with the GTA Procurement Manual (GTA PM).
- Scheduled conferences and/or site visits are held in accordance with solicitation requirements.
- Supplier questions are received, and answers are posted to the supplier community.
- Responses (Offers) are received.
- An Evaluation Committee evaluates offers in accordance with the stated evaluation factors. For solicitations that include a best value ranking process, scoring, and ranking may be determined by using any consistent rating methodology, including adjectival, numerical, or ordinal rankings. The results of the Evaluation Committee shall be documented in the solicitation and contract file. Evaluation factors may include, but are not limited to:
 - Quality factors
 - Delivery and implementation schedule
 - Maximum facilitation of data exchange and systems integration
 - Warranties, guarantees, and return policies
 - Bidder's financial stability
 - Consistency of the proposed solution with the state's strategic program direction
 - Effectiveness of business solution and approach
 - Industry and program experience
 - Prior record of vendor performance
 - Bidder's expertise with similar projects
 - Proven development methodologies and tools
 - Innovative use of technologies
- Clarifications, communications to establish a competitive range, or negotiations may be conducted with one, several or all bidders after receipt of Offers in accordance with instructions and procedures set forth in the solicitation document and as appropriate to the method of source selection chosen. In those cases where negotiation is permitted by procedures set forth in the solicitation document, Bidder may be requested and allowed to submit Best and Final Offers (BAFO) subsequent to negotiated changes in the initial offer or previous offer.
- The Evaluation Committee shall determine a final ranking of all offers under consideration using only the criteria set forth in the solicitation document. All submissions shall be ranked from most advantageous to least advantageous to the State/GTA.
- Upon Supplier signing a GTA MSA, GTA's Office of Procurement Management will post a Notice of Intent to Award (NOIA). Then, if no protest action is presented within the appropriate timeframe, GTA will fully execute the MSA and a Notice of Award (NOA) will be posted identifying the responsive and responsible Supplier offer determined in writing



to be the most advantageous to the GTA and/or the State, using all evaluation factors set forth in the solicitation. If the lowest price technically acceptable method is used, award must be made to the responsive and responsible bidder with the lowest price.

2.3.5. Procurement Methods and Processes

The Director of Procurement and/or Agency Procurement Officer (APO) will determine the type of procurement to be conducted and the method of solicitation appropriate for procurements. The types of procurements that may be conducted by OPM include the following:

- Non-Competitive Solicitations and Procurements ([Section 2.3.6](#))
- Competitive Solicitations and Procurement Solicitations ([Section 2.3.7](#))

2.3.6. Non-Competitive Solicitations and Procurements

All formal solicitations will be posted on [Jaggaer Sourcing Director](#) and on the Georgia Procurement Registry (GPR). Non-competitive solicitations and procurements do not require formal postings.

Non-competitive solicitations and procurements involve obtaining marketplace information from suppliers or procuring goods and/or services without conducting a competitive procurement among interested suppliers. The Office of Procurement Management generally obtains one quote, bid or proposal, or pre-determined/negotiated fixed price. These procurements are generally used for the following situations:

- Open market purchases (below bidding dollar thresholds)
- Sole brand purchases
- Sole source purchases
- Statewide and agency contract purchases
- Mandatory source purchases
 - Georgia Enterprise Procurement Services (GEPS)
 - Georgia Correctional Industries (GSI)
- Cooperative purchasing agreement purchases
- Emergency purchases
- Exceptions granted by proper GTA authorization

2.3.6.1. Open Market Purchases

An open market purchase is defined as the purchase of goods and services, where the expenditure of public funds is less than the dollar value threshold, collectively, throughout the fiscal year, necessitating a competitive bid, as specified in the Georgia Department of Administrative Services' Georgia Procurement Manual ([DOAS GPM](#)) or per GTA's posting policy. (See [APPENDIX C – GTA Solicitation Posting Policy](#)). If the needed goods or services resource can reasonably be expected to be acquired for less than the competitive dollar threshold and is not currently available on any DOAS state or GTA contract, or is not available through statutorily required sources (such as [Georgia Correctional Industries](#) [GCI] or [Georgia Enterprises for Products and Services](#) [GEPS]), the purchase may be procured without competitive bidding. Nothing in this rule shall apply to or affect the laws rules and regulations governing emergency or exempt purchases.



2.3.6.2. Sole Brand Purchases

In accordance with DOAS GPM, a sole-brand purchase is a competitive solicitation which includes specifications restricting offered goods to a specific manufacturer or owner's brand. Before deciding that only one specific brand of goods will meet the GTA's critical business requirements, GTA's Office of Procurement Management may research the market to determine if other brands exist which can also satisfy procurement requirements in a timely manner. Sound procurement practice requires that a sole-brand solicitation be used only when it is the last justifiable option, and not as an attempt to contract for a *favored* brand of goods. An example of the appropriate use of the sole-brand justification may include certain situations where a specific piece of equipment is needed to match existing equipment or is a replacement.

A sole-brand determination allows GTA's Office of Procurement Management to process a competitive solicitation with the insertion of "No Substitutions" after the good is specified by brand name, model number, or some other designation identifying a specific good of a manufacturer.

2.3.6.3. Sole Source Purchases

A sole source procurement is a purchasing situation in which a particular supplier (or consultant) is identified as the only qualified source available to fulfill the requirement for a particular product or service with a procurement value greater than the maximum non-competitive, bid dollar threshold as defined in the [Georgia Procurement Manual](#) (GPM). For goods/services only available from a single manufacturer reseller, a verification letter from the Original Equipment Manufacturer (OEM) may be required and obtained by OPM.

Sole source procurements will be made pursuant to a determination by the Procurement Director or authorized GTA Procurement Official, that there is only one source for the required supply or service. This determination *may* be made upon investigation by the Office of Procurement Management of an apparent sole source through market research, a competitive procurement or notice of intent to sole source, and GTA's written justification with approval by the Director of Procurement and any other required approvals by GTA senior leadership.

Actions include, but are not limited to, the following:

- GTA Business Owner submits a Requisition and appropriate supporting documentation to GTA's Office of Procurement Management for the requested purchase, to include: a sole source justification (if known to be necessary for fulfilling the good and/or service needed); and a vendor quote or proposal if obtained.
- The GTA Director of Procurement, or designee, will review the submitted Requisition, and any supporting documentation, to determine if a sole source purchase is appropriate for approval pursuant to the GPM.
- The assigned GTA Procurement Official will conduct sole source procurement and award activities in compliance with the GTA PM.

2.3.6.4. Statewide Contracts, GTA Statewide Agreements, Statutory Sources, and Cooperative Agreement Purchases

[Statewide Contracts](#) (SWC) are competitively bid and awarded by the Department of Administrative Services (DOAS) for use by all state government entities on a mandatory or convenience basis. These are for the use of all recognized state of Georgia governmental entities.

GTA, in consultation with DOAS SPD, has competitively bid and awarded some Statewide Agreements/Contracts when the subject matter expertise resided within GTA. GTA strongly



encourages other government entities to use these contracts, which may be viewed on the GTA website under [Georgia Enterprise Technology Services \(GETS\)](#) and [GTA Direct Services](#).

GTA and other state entities are required by statute to purchase certain products and services from [Georgia Correctional Industries Administration](#) (GCI) and [Georgia Enterprises for Products and Services](#) (GEPS) where the products/services being purchased have been certified in writing. In the event both GCI and GEPS offer certified products/services capable of meeting GTA's needs, GTA has the choice of either source. The "State Use Law" in Section 50-5-135 of the Official Code of Georgia is intended to create opportunities for disabled persons employed by community-based rehabilitation programs and training centers that are certified by the State Use Council. GTA is required to purchase items from GEPS when the State Use Council has designated those items as mandatory. The Georgia Department of Corrections may certify certain products or service as "*available and of competitive quality and price*". GTA is required to procure from GCI only those goods or services that are certified based on cost, delivery schedules, and availability within 15 days of notice of certification.

Cooperative purchasing is "*procurement conducted by, or on behalf of, one or more Public Procurement Units*" as defined by the American Bar Association Model Procurement Code for State and Local Governments. Cooperative purchasing agreements are those that typically aggregate orders for lower pricing. DOAS maintains a list of [approved Cooperative Agreements](#) for use. [General Services Administration](#) (GSA), [Sourcewell](#) and [ValuePoint](#) via NASPO are a few examples.

2.3.6.5. GPM Exempt Purchases

The [Georgia Procurement Manual](#) (GPM) is the official source for all administrative rules issued by the [Georgia Department of Administrative Services](#) (DOAS) through its [State Purchasing Division](#) (SPD) to govern purchases made by certain state government entities. The Georgia Procurement Manual provides guidance for the procurement of goods and services for state entities in the state of Georgia. Any procurement requisitions that are determined to be an exempt purchase from the [Georgia Procurement Manual](#) (GPM) procurement policies will be solely made by GTA's OPM, in accordance with the GPM Exempt Purchase policy. A list of goods/services by NIGP™ Code which are either exempt from the State Purchasing Act or represent goods for which DOAS SPD has waived the competitive bidding requirements can be found at <https://doas.ga.gov/assets/State%20Purchasing/NEADocumentLibrary/NIGPExemptList.pdf>.

From time to time, Georgia Technology Authority (GTA) needs to procure specific talent and capabilities that fall into a category of Professional Services. Specifically, GTA is legislated to perform technical audits according to As defined in Section 1.2.3.1 - *Exempt from the State Purchasing Act* of the GPM, certain Professional Services, that are defined by statute as a "profession" or "professional service" are exempt from the State Purchasing Act. One such professional service defined as exempt under Consulting Services is 'Auditing'; which is described in the [DOAS NIGP Exempt List](#). One form of technical auditing is a service called "Project Assurance."

Project Assurance is, "*the specialized discipline and practice involving independent and objective oversight, specialized experience, and audit skill sets to assess risk, finance, accounting, compliance, safety and performance for any major capital expenditure, or major infrastructure investment*"². GTA has adopted an approach for project assurance referred to as "**Independent Verification and Validation (IV and V)**", which conducts monitoring or oversight of large, complex technology projects. Professionals performing Project Assurance utilize a cross-section of skill sets which supersede a single professional

² http://en.wikipedia.org/wiki/Project_assurance



accreditation and warrant, at times, an alternative approach to identification, selection, and procurement.

GTA has established an approach to qualify a set of vendors who have specialized in this professional skill set, which is the preferred approach to finding and selecting resources to support this function. At times for unique project or service needs, GTA may elect to waive the competitive bidding process in order to select Professional Project Assurance services or resources. The basis to elect a waiver to the preferred approach is as follows:

- The area or project for Project Assurance requires a unique set of knowledge and experience that in the opinion of the executive management team, warrants an exemption, and
- The services or resources are provided for a limited period, not to exceed two (2) years, and
- The services or resources are provided at a cost that is within reasonable market rates.

Additional exempt purchases as listed in the GPM include **Professional Services** and **Personal Employment Services** (Table 1.5; *Select Exemptions from the State Purchasing Act Factor 3: Good/Service Procured*), **Construction or Public Works Contracts** for Public Authorities (Table 1.3; *Select Exemptions from the State Purchasing Act Factors 1 + 3: Identity of Purchaser and What is Being Procured*), **Technical Instruments and Supplies** (Table 1.6; *Competitive Bidding Requirements Waived by SPD*), and procurements between **governmental entities**, including: federal government, judicial branch, legislative branch, local governments, state authorities (unless specifically stated otherwise in the authority's applicable legislation), and non-governmental entities (Table 1.2: *Select Exemptions from the State Purchasing Act Factor 1: Identity of Purchasing Entity* (regardless of what is being procured)).

2.3.6.6. GTA Exempt Purchases

When GTA executive leadership has determined that a special exemption is needed to these stated processes and policies, GTA's Office of Procurement Management, in accordance with supporting/memorizing documentation will purchase the necessary services. Valid documentation/artifacts regarding the requested and approved exempt purchase must be included/attached to all procurement records.

2.3.6.7. Informal Bid Solicitations

Informal bid solicitations are procurements that are solicited to a limited number of preselected vendors (typically no more than three) or to a group of GTA prequalified contractors. Such solicitations are not publicly advertised to the open marketplace on the DOAS Georgia Procurement Registry.

2.3.6.7.1. Request For Information (RFI)

A Request for Information (RFI) is a solicitation issued to one or more suppliers for the purpose of obtaining information regarding products and services currently available from the open industry market. No contract or purchase order is issued based on this solicitation.

Actions include, but are not limited to, the following:

- Business Owner submits a Requisition via TGM™ to GTA's Office of Procurement Management to request information from the supplier marketplace regarding the general product and/or services required. The express purpose is to survey suppliers and industry marketplace for potential GTA procurement requirements.
- GTA's Office of Procurement Management coordinates development of the RFI and manages the solicitation events, including overseeing the evaluation of all bidder responses.



- Upon completion of the RFI evaluation process, GTA Business Owners implement any follow-up strategy and decisions based on the RFI results.

2.3.6.7.2. Electronic Quotes

Electronic quotes using email, facsimile or an authorized software procurement tool are appropriate methods of obtaining bidder pricing from a single bidder for purchases within the dollar threshold not requiring competitive bids, or purchases that are on a GTA agency or DOAS statewide contract.

Actions include, but are not limited to, the following:

- GTA Business Owner submits an electronic requisition to OPM
- OPM assists in developing item specifications with the Business Owner for the goods or services to be purchased
- OPM identifies and invites one or more bidders to submit a quote(s) by email
- OPM receives, tabulates quotes and informs the Business Owner
- The Business Owner submits a requisition
- OPM issues a purchase order to award to the lowest, responsive bidder meeting the quote specifications

2.3.7. Competitive Solicitations and Procurement Solicitations

In the administration of procurement requirements for GTA, the GTA's Office of Procurement Management will obtain competitive bids and proposals for goods and services that exceed the GPM dollar threshold for non-competitive bids through the issuance of informal and formal procurement solicitations. (See [APPENDIX C – GTA Solicitation Posting Policy](#))

Competitive procurement is the primary solicitation type used to procure goods and/or services greater than the maximum non-competitive dollar threshold and is also routinely used for selecting suppliers when the exact specifications and/or scope are clearly defined. A "bid" or "proposal" is defined as an offer to provide labor, materials, equipment and/or services. The Office of Procurement Management makes an award to the responsive and responsible bidder providing the lowest total price, or to the bidder providing the best value or qualified proposal. Methods of competitive procurement solicitations include:

- Request for Quote (RFQ)
- Request for Proposal (RFP)
- Request for Qualified Contractors (RFQC)
- Statement of Need (SON)

2.3.7.1. Formal Bid Solicitations

2.3.7.1.1. Request for Quote (RFQ)

Usually, a publicly advertised formal solicitation, the RFQ includes well-defined specifications and/or scope of work and contains all contractual terms and conditions. The Office of Procurement Management solicits price quotations from prospective vendors and uses the lowest responsive and responsible bidder as a basis for award of a purchase order or contract. Bids for the services, work, and/or materials are received by a set date and time; opened and evaluated by tabulating the required information. The award of an MSA or PO is made to the lowest, responsive, and responsible bidder.



Actions include, but are not limited to, the following:

1. GTA Business Owner submits a requisition to OPM.
2. OPM, with the Business Owner and/or subject matter experts (SMEs), develops the technical specifications and pricing requirements for the goods or services to be purchased.
3. OPM prepares all solicitation documents, including, but not limited to:
 - a. Request for Quote Template
 - b. Mandatory Response Worksheet
 - c. Offeror's Conference Announcement, if applicable
 - d. Request for Clarification
 - e. Definitions (GETS, GTA Direct, SON)
 - f. Questions (and Answers) Form
4. OPM publicly solicits the final RFQ bid requirements to the [Georgia Procurement Registry](#) (GPR) and [Jaggaer Sourcing Director](#) for bidders to submit competitive quotes by the required due date and time in accordance with the GTA PM solicitation posting requirements.
5. OPM receives bidders' quotes and all supporting documentation; tabulates quotes; determines the lowest cost proposal(s) from the responsive and responsible bidder and may conduct a Best and Final Offer (BAFO) negotiation. Upon completion of these steps, OPM then posts the Notice of Award (NOA) and bid tabulation results to the [GPR](#) and [Jaggaer Sourcing Director](#).
6. Business Owner updates the requisition, affirming the selected bidder and award price.
7. OPM issues a purchase order (PO), awarding to the lowest, responsive, and responsible bidder meeting the quote specifications.

2.3.7.1.2. Request for Proposal (RFP)

A Request for Proposal (RFP) is a publicly advertised formal solicitation that seeks to leverage the creativity and knowledge of business organizations to solve a unique problem or need. The RFP solicits sealed technical proposals and price or fee proposals from prospective bidders, seeking to obtain the "best value" for the State and GTA. The RFP method does not use the cost of the project as the single determining factor, but, rather, uses a combination of cost plus best proposed solution to determine the award of an MSA and issuance of a PO.

Actions include, but are not limited to, the following:

1. GTA Business Owner submits a requisition to OPM.
2. OPM, with the Business Owner and/or subject matter experts (SMEs) develops the technical specifications and pricing requirements for the goods or services to be purchased.
3. OPM prepares all solicitation documents, including, but not limited to:
 - a. Request for Proposal Template
 - b. Mandatory Response Worksheet
 - c. Offeror's Conference Announcement, if applicable
 - d. Request for Clarification
 - e. Definitions (GETS, GTA Direct, SON)
 - f. Questions (and Answers) Form
 - g. Negotiation Announcement, if applicable
4. OPM publicly posts the RFP solicitation's technical and price proposal requirements to the [Georgia Procurement Registry](#) (GPR) and [Jaggaer Sourcing Director](#) for bidders to submit a competitive proposal by the required due date and time, in accordance with the GTA PM solicitation posting requirements.



5. OPM receives bidder proposals, conducts the administrative review.
6. Those suppliers that pass the administrative review have their technical proposals given to the evaluation team for review.
7. Administrative/Preliminary Review: The proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:
 - a) Proposal was submitted by deadline
 - b) Proposal is complete and contains all required documents
 - c) Technical Proposal does not include any pricing from the Cost Proposal
8. Technical Review: The mandatory and mandatory-scored requirements will be evaluated individually by the GTA Evaluation Committee. The Evaluation Committee will review each proposal independently in detail to determine compliance with mandatory requirements. Supplier's proposals must never be compared to one another, but solely based on the solicitation requirements. Responses to both "Mandatory" and "Mandatory Scored" questions will be evaluated on a pass/fail basis. If a proposal fails to meet a mandatory and/or mandatory scored requirement, GTA will determine if the deviation is material.
 - A material deviation will be cause for rejection of the proposal.
 - An immaterial deviation will be processed as if no deviation had occurred.

All proposals which meet the requirements of the "Mandatory" and "Mandatory Scored" Questions are considered "Responsive Proposals" will be scored in accordance with the point allocation in the solicitation.

GTA uses a scoring matrix between 1 and 4 for each deliverable. These scores are then totaled and converted per the weighted percentages listed in the solicitation. The acceptable scoring range is determined uniquely within each solicitation.

Any proposal that receives a score of "1" in any of the mandatory - scored requirement items, will be disqualified and not be eligible for further evaluation.

Score	Description	Rating Adjective
4	Response addresses the topic and exceeds requirements	Good
3	Response addresses the topic and meets requirements	Acceptable
2	Response addresses the topic and could meet requirements with minor changes to the potential solution or approach	Needs Improvement
1	Response does not address the topic, or the potential solution is poor/unrealistic/inadequate or fails to meet requirements	Poor

Figure 6 – RFP Scoring Criteria

9. GTA evaluation committee utilize consensus scoring to determine which response best meets the needs and requirements for GTA. Scores will be determined based on the proposal that produces the best solution for the state of Georgia.
10. Price Review: Only proposals that pass all mandatory requirements, and whose score for the mandatory - scored requirements are above an acceptable scoring range are pricing proposals reviewed.

The responsive and responsible bidder(s) with the lowest price will receive the maximum number of points allocated for the price component. All other responsible bidder's price proposals deemed to be responsive and responsible in the Acceptable range will receive a prorated score calculated using the following formula:



$$L/R \times M \times W = Z$$

Where:

L = Price of the supplier's response with the lowest cost.

R = Total cost of the Proposal being ranked.

P = Total points available for cost scoring.

Z = Assigned points.

11. Demonstrations on bidder's technical proposals and/or negotiations with the bidder on technical and/or cost proposals may be requested and commence upon GTA's sole discretion.
12. The GTA Office of Procurement Management team will seek the end-user's approval for award to the apparent successful bidder(s) by issuing a Concurrence Memo to the department. Once receiving approval from the end-user(s) to award, the Procurement Officer will prepare the contracts or signature.
13. OPM, works with GTA's General Counsel and Office of Contracts & Compliance to arrive at an MSA signed by the Apparent Awardee.
14. The Procurement Officer completes the award processes including the posting of the **Notice of Intent to Award** (NOIA) to the GPR, then, if no protest ³ action is taken, works with the Office of Contracts & Compliance to arrive at a fully executed Agreement and posts the **Notice of Award** (NOA) information to the GPR
15. The Business Owner submits a requisition affirming the evaluation results if there is a need for a PO to be released.

2.3.7.1.3. Request for Qualified Contractors (RFQC)

A publicly advertised Request for Qualified Contractors (RFQC) solicitation is posted to the GPR and Jaggaer Sourcing Director seeking Statements of Qualifications from interested bidders. The responses contain comprehensive qualifications and experience data relevant to the specific needs. Upon evaluation by a Evaluation Committee, "finalist" bidders determined to be especially qualified are identified and the solicitation event may be closed on the GPR. Or GTA may enter into contract negotiations with the finalist bidders. The Office of Procurement Management may post a NOIA, is applicable, and NOA to the GPR and Jaggaer Sourcing Director.

GTA may elect to release a Request for Proposal (RFP) or Statement of Need (SON) to the finalists, who would then prepare more specific proposals and submit to a formal review. Finalist bidders are further ranked by the evaluation of the technical proposals and may be interviewed. After the Evaluation Committee determines the top-ranked firm(s), only those firm's fee proposals will be opened, and, if applicable, a meeting will be arranged with those firm(s) to negotiate the final fees. See RFP ([Section 2.3.7.1.2](#)) and SON ([Section 2.3.7.1.4](#)) processes.

Having agreed to a best and final offer (BAFO), the finalist firm *may* be offered an MSA for execution. If no MSA is executed or fee structure is not agreed upon with the top-ranked firm, negotiations with that firm will be terminated. Negotiations will then proceed in the same manner with the second-ranked firm, and so on until an agreement is reached. This process may be abbreviated as necessary, but only for acquisitions of services that are not considered Professional Services as defined by O.C.G.A. 50-22-2, and only as approved by the Director of Procurement.

Actions include, but are not limited to, the following:

³ See Protest Policy in [Appendix F](#)



1. OPM develops the technical qualification requirements with the Business Owner and/or subject matter experts (SMEs) for future goods or services to be obtained and may include a GTA Agreement for Services.
2. OPM prepares all solicitation documents, including, but not limited to:
 - a. Request for Qualified Contractor Template
 - b. Mandatory Response Worksheet
 - c. Offeror's Conference Announcement, if applicable
 - d. Request for Clarification
 - e. Definitions (GETS, GTA Direct, SON)
 - f. Questions (and Answers) Form
3. OPM publicly posts the RFQC requirements to Jaggaer Sourcing Director and the GPR for bidders to submit a competitive proposal by the required due date and time, in accordance with the GTA PM solicitation posting requirements.
4. OPM receives bidder proposals, conducts the technical evaluation.
5. Administrative/Preliminary Review: The proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:
 - a) Proposal was submitted by deadline
 - b) Proposal is complete and contains all required documents
 - c) Technical Proposal does not include any pricing from the Cost Proposal
6. Technical Review: The mandatory-scored requirements will be evaluated individually by the GTA Evaluation Committee. The Evaluation Committee will review each proposal in detail to determine compliance with mandatory requirements. Responses to both "Mandatory" and "Mandatory Scored" questions will be evaluated on a pass/fail basis. If a proposal fails to meet a mandatory and/or mandatory scored requirement, GTA will determine if the deviation is material.
 - A material deviation will be cause for rejection of the proposal.
 - An immaterial deviation will be processed as if no deviation had occurred.

All proposals which meet the requirements of the "Mandatory" and "Mandatory Scored" questions are considered "Responsive Proposals" will be scored in accordance with the point allocation in the solicitation.

GTA uses a scoring matrix between 1 and 4 for each deliverable. These scores are then totaled and converted per the weighted percentages listed in the solicitation. The acceptable scoring range is determined uniquely within each solicitation. See **Figure 6 - Scoring Criteria**. Any proposal that receives a score of "1" in any of the mandatory - scored requirement items, will be disqualified and not be eligible for further evaluation.

GTA evaluation teams utilize Consensus Scoring to determine which response best meets the needs and requirements for GTA. Scores will be determined based on the proposal that produces the best solution for the state.

7. At the conclusion of the process, Office of Procurement Management works with the GTA Office of Contracts & Compliance to arrive at a list of negotiated contracts signed by the bidder(s) as appropriate.
8. The Office of Procurement Management may post the Notice of Intent to Award (NOIA) and if no protest is received, after the allotted timeframe, works with GTA's General Counsel and Office of Contracts & Compliance to arrive at a list of fully executed contracts.
9. The Office of Procurement Management may post a Notice of Award (NOA) of the Qualified Contractors to the GPR and Jaggaer Sourcing Director.



2.3.7.1.4. Statement of Need (SON)

Pursuant to the typical multiple MSA award of a Request for Qualified Contractors (RFQC) solicitation, a Statement of Need (SON) solicitation is released to only those awarded prequalified contractors in order to obtain informal competitive Statement of Work (SOW) bid responses for the goods and/or services that align with the RFQC scope of work.

Actions include, but are not limited to, the following:

1. SON Business Owner submits an electronic requisition to OPM.
2. OPM assists in the development of the SON requirements with the Business Owner(s) for the goods or services needed.
3. OPM prepares all solicitation documents, including, but not limited to:
 - a. Statement of Need Template
 - b. Mandatory Response Worksheet
 - c. Offeror's Conference Announcement, if applicable
 - d. Request for Clarification
 - e. Definitions (SON)
 - f. Questions (and Answers) Form
 - g. Best and Final Offer (BAFO) form
4. OPM releases the SON on the GPR and/or Jaggaer Sourcing Director to only those Qualified Contractors (from an awarded RFQC) under contract to GTA.
5. OPM invites only those RFQC Qualified Contractors under contract to GTA, to submit a Statement of Work (SOW) and pricing bid response per the requirements and submittal instructions by the required due date and time.
6. OPM receives SOW and pricing bid responses from Qualified Contractors, conducts the *Administrative* review, facilitates in the *Technical* and *Price* reviews, and, if applicable oversees any negotiations required/requested.
7. Administrative/Preliminary Review: The proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:
 - a) Proposal was submitted by deadline
 - b) Proposal is complete and contains all required documents
 - c) Technical Proposal does not include any pricing from the Cost Proposal
8. Technical Review: The mandatory and mandatory-scored requirements will be evaluated individually by the GTA Evaluation Committee. The Evaluation Team will review each proposal in detail to determine compliance with mandatory requirements. Responses to both "Mandatory" and "Mandatory Scored" questions will be evaluated on a pass/fail basis. If a proposal fails to meet a mandatory and/or mandatory scored requirement, GTA will determine if the deviation is material.
 - A material deviation will be cause for rejection of the proposal.
 - An immaterial deviation will be processed as if no deviation had occurred.

All proposals which meet the requirements of the "Mandatory" and "Mandatory Scored" questions are considered "Responsive Proposals" will be scored in accordance with the point allocation in the solicitation.

GTA uses a scoring matrix between 1 and 4 for each deliverable. These scores are then totaled and converted per the weighted percentages listed in the solicitation. The acceptable scoring range is determined uniquely within each solicitation. See **Figure 6 - Scoring Criteria**. Any proposal that receives a score of "1" in any of the mandatory - scored requirement items, will be disqualified and



not be eligible for further evaluation.

Score	Description	Rating Adjective
4	Response addresses the topic and exceeds requirements	Good
3	Response addresses the topic and meets requirements	Acceptable
2	Response addresses the topic and could meet requirements with minor changes to the potential solution or approach	Needs Improvement
1	Response does not address the topic, or the potential solution is poor/unrealistic/inadequate or fails to meet requirements	Poor

Figure 7 – RFQC Scoring Criteria

GTA evaluation committees utilize Consensus Scoring to determine which response best meets the needs and requirements for GTA. Scores will be determined based on the proposal that produces the best solution for the state. GTA arrives at a Technical highest scoring SOW, ranking all per the evaluation criteria.

9. Pricing Review: The Office of Procurement Management opens the pricing response(s) and calculates a SON/SOW awardee. The responsive and responsible bidder(s) with the lowest price will receive the maximum number of points allocated for the price component. All other responsible bidder's price proposals deemed to be responsive and responsible in the Acceptable range will receive a prorated score calculated using the following formula:

$$L/R \times M \times W = Z$$

Where:

L = Price of the supplier's response with the lowest cost.

R = Total cost of the Proposal being ranked.

P = Total points available for cost scoring.

Z = Assigned points.

10. The GTA Office of Procurement Management team will seek the end-user's approval for award to the apparent successful bidder(s) by issuing a Concurrence Memo to the department. Once receiving approval from the end-user(s) to award, the Procurement Officer will prepare the contracts or signature.
11. The Office of Procurement Management completes the award processes including the posting of the **Notice of Intent to Award** (NOIA) to the GPR, then, if no protest ⁴ action is taken, works with GTA's General Counsel and Office of Contracts & Compliance to arrive at a fully executed Agreement and posts the **Notice of Award** (NOA) information to the GPR
12. Business Owner updates the previously submitted requisition affirming the awardee(s) price, and the services described in the SON and SOW.
13. OPM issues a PO, awarding to the Qualified Contractor(s) with the best value SOW proposal and pricing response meeting the SON requirements.

⁴ See Protest Policy in [Appendix F](#)



2.3.8. Confidentiality

All information and documentation (verbal and written) relative to development of a contractual document for a proposed procurement shall be deemed confidential in nature, except as deemed necessary by GTA or the supplier to develop a complete contractual document. Such material shall remain confidential until successful completion of the procurement process and is not subject to release under the [Georgia Open Records Act \(O.C.G.A. § 50-18-70 et seq.\)](#).

2.3.9. Non-Disclosure Agreement (NDA)

GTA has determined that a special document known as a Non-Disclosure Agreement (NDA) may be needed and fully executed to protect the best interest of the state of Georgia and/or GTA as it relates to any phase of a procurement or as needed to protect information post award.

2.3.9.1. NDA Term

GTA has determined that the NDA will contain the length of time needed. This term will be specified per each engagement and included in the signed agreement.

2.4. Evaluation of Responses



Figure 8 - Step 4 - Evaluation of Responses

2.4.1. Key Steps

The key steps for the **Evaluation of Responses** stage are:

- Supplier Actions:
 - Responding to solicitation with complete mandatory/required/documents requested
 - Responding to requests for clarifications, if any
 - Participating in negotiations, if any
 - Participating in contract discussions, if any
- GTA Actions:
 - Managing the evaluation process.
 - Verifying suppliers' eligibility for contract award.
 - Soliciting additional information from suppliers as needed.
 - Conducting negotiations as appropriate.
 - Finalizing contract discussions.

TABLE 2.4		
Referenced Official Forms	GTA Use	Supplier Use
Master Evaluation Form/Master Technical Evaluation Template	•	
General Confidentiality Form	•	•
Non-Disclosure Agreement (NDAs)	•	•



TABLE 2.4		
Referenced Official Forms	GTA Use	Supplier Use
Clarification Form	•	•
Administrative Review Requirements Summary Sheet	•	
Supplier Technical Evaluation	•	
Technical and Cost Evaluation Scoring Summary	•	
Bid Tabulation Template	•	
Evaluation Committee Agenda	•	
Request for Clarification	•	
Negotiation Plan	•*	
Invitation to Negotiations	•*	
Negotiations Script	•*	
Negotiations Workbook	•*	
Request for Cost Negotiation (Best and Final Offer)	•	•
Evaluation Committee Guidelines	•	

* Only if needed

2.4.2. Bid/Proposal Administration

GTA's Office of Procurement Management will administer the submission of bids and proposals from all bidders in accordance with GTA PM policies and/or GTA internal procedures applicable to, but not limited to, the following areas and activities.

1. Late Bids

Suppliers' responses must be received on or before the solicitation closing date and time to be considered for contract award. All responses will remain sealed until the solicitation closing date and time. Any responses received after the solicitation closing date and time will be rejected. Late bids are considered non-responsive.

2. Errors and Omissions

The Georgia Technology Authority is permitted to waive minor informalities in the supplier's response as well as certain administrative requirements, if doing so is in the best interest of GTA. In the event a supplier's response is determined to deviate from the requirements, GTA will determine whether the deviation is material.

- A **material deviation** will be cause for rejection of the supplier's response.
- An **immaterial deviation** will be processed as if no deviation had occurred.

If a supplier is determined to be non-responsive, this determination will be made in writing and maintained as part of the procurement file.

3. Evaluation

After the solicitation has officially closed and the Issuing Officer has completed the administrative review, the evaluation stage begins. During the evaluation process, the Issuing Officer in conjunction with the evaluation committee (if any) will review and evaluate the suppliers' responses to determine which suppliers are Responsive and Responsible (see definitions). Of those suppliers determined to be Responsive and Responsible, the best ranked supplier(s) will be selected in accordance with the terms of the solicitation. The methodology for determining the best ranked supplier(s) will vary based on the solicitation type (RFP, RFQC, RFQ, or SON) as well as the specific language of the solicitation. Some of the steps in the evaluation process may overlap.

4. Award

The award stage begins once GTA finalizes negotiations, if any, has prepared the contract(s) for signature, and is ready to publicly announce the results of the evaluation process.



Prior to the announcement, the Issuing Officer will prepare a register of bids, offers, or proposals, which will include the evaluation documents and a copy of all bids, offers, or proposals, negotiation documents (if any), and best and final offers, which shall become available for public inspection as listed in the Open Records Sections **4.1**, and **4.2**.

Once the results of the evaluation process have been published by the publishing of the Notice of Award (NOA) on the Georgia Procurement Registry (GPR), if desired, suppliers may review procurement documents. In the event a material error is identified that impacts the results of the procurement process, suppliers must report such error to the Director of Procurement in accordance with the protest process identified in this stage.

5. **Tie Bids**

The Georgia Technology Authority, at its sole discretion, will determine whether or not to award a contract to a supplier with a tie bid. A tie exists when two or more suppliers offer, at identical prices, products that meet all specifications, terms, and conditions. In such a situation, Georgia law provides three preferences to use to resolve tie responses whenever applicable:

1. Preference to products manufactured or produced within the state of Georgia;
2. Preference to products sold by local suppliers within the state; and
3. Preference to products manufactured or sold by small businesses.

If these preferences are insufficient to resolve the tie, the following in order of priority may be considered:

1. Past performance of the suppliers (i.e., documented performance – either positive or negative).
2. Earliest delivery date.
3. Closest proximity to delivery site (i.e., in the event of ongoing services/maintenance).
4. Division of the order (provided this is in GTA's best interest and each supplier is willing to honor the pricing for ½ the order).
5. Flip of the coin.

6. **Substitutes and Alternate Bids**

GTA will not accept any substitutes or alternates bids for a supplier after the solicitation has closed. If a supplier wishes to make a change in their proposal, this must be completed prior to the solicitation close date.

Before the solicitation closes, the supplier must:

1. Submit the revision in writing in the same manner as the solicitation required the response to be submitted prior to the closing date, OR
2. Arrange with the issuing officer to permit an authorized representative of the supplier to modify the response in person and initialing any revision.

Revisions cannot be made after the solicitation closes. However, the supplier may request to withdraw its response. During evaluation, GTA may waive minor informalities, and resolve discrepancies between unit and extended pricing, if applicable.

3. **Amendments and Withdrawal**

The Issuing Officer may make revisions/amendments to the posted solicitation prior to the close date of the solicitation. If the Issuing Officer makes any amendment to a solicitation, bidders will be notified via a public notice to the GPR, and, if needed, the solicitation timelines will be adjusted. GTA reserves the right to cancel a solicitation at any time.

At any time prior to contract award, a supplier may request to withdraw its response. This must be completed in writing to the Issuing Officer or emailed to procurement@gta.ga.gov.

4. **Rejections and Corrections**

GTA reserves the right to reject any bid based on materiality of compliance with the



supplier's proposal. In the event a supplier's response is determined to deviate from the requirements, GTA will determine whether the deviation is material. A material deviation will be cause for rejection of the supplier's response. Additionally, GTA reserves the right to reject any goods or services if the goods, equipment, or services do not meet the contract requirements.

All rejections will be fully documented since these will be used to support any disapproval of invoices. Upon receipt of a rejection notice, GTA will immediately contact the supplier to ascertain what corrective actions the supplier is taking to correct the deficiency and assure that future deliveries/ performance meet the contract requirements. Suppliers must be given prompt notice of rejection, including the reason(s) for rejection. Suppliers will be given an opportunity to correct or replace nonconforming goods or services when that can be accomplished within the delivery schedule. Correction or replacement must be without additional cost to GTA. Additionally, supplier performance may be recorded to provide a historical record that can be used in making future contract award decisions.

5. **Acceptance Period**

For service contracts, inspection and acceptance of contracted services may be upon the completion of the stated tasks or the timely achievement of milestones or events. Acceptance constitutes GTA's acknowledgment that the goods and services conform to the quality and quantity requirements set forth in the contract.

2.4.3. **GTA Protest Policy**

2.4.3.1. **Policy**

For procurements involving a vendor protest, the GTA will adhere to the established GTA Protest Policy provided in [Appendix F. GTA's Protest Policy](#) is issued in accordance with procurement best practices.

2.5. **Negotiations**



Figure 9 - Step 5 Negotiations

2.5.1. **Key Steps**

The key steps for the **Negotiation** stage are:

- GTA Responsibility
 - Establish negotiation team
 - Create negotiation strategy
 - Facilitate the negotiation timelines, meetings, and frameworks
- Supplier Responsibility
 - Establish negotiation team
 - Agree to terms that are mutually beneficial



- **Request for Quotes (RFQ)**
 - Only cost/price may be negotiated
 - Best and Final Offer (BAFO) will be used
- **Request for Proposal (RFP) or Statement of Need (SON)**
 - Technical and costs scoring may be included in negotiations
 - Best and Final Offer (BAFO) may be used
 - Best Alternative to a Negotiated Agreement (BATNA) may be used
- **Request for Qualified Contractors (RFQC)**
 - Technical scoring may be included in negotiations

TABLE 2.5		
Referenced Official Forms	GTA Use	Supplier Use
BAFO (Best and Final Offer)	•	•
Best Alternative to a Negotiated Agreement (BATNA)	•	
Negotiation Team	•	
Negotiation Invitations	•	

GTA, at its sole discretion, may conduct one or several rounds of negotiations. “*Rounds of negotiations*” refer to the negotiations authorized by [O.C.G.A. Section 50-5-67\(a\)\(6\)](#). During the evaluation process, GTA possesses discretionary authority to conduct one or more rounds of negotiations with select suppliers to solicit revisions to technical and/or cost proposals. The process for each determined negotiation will be documented by the Issuing Officer including all items/areas to be discussed during each round of negotiations.

Negotiations will only be used to solicit improvements from bidders to their technical and/or cost responses. Negotiations will not be used to modify the solicitation, such as revising or deleting mandatory requirements. Any revised responses received as a result of the negotiations will be evaluated and re-scored in accordance with the established evaluation criteria. The evaluation criteria may not be altered during negotiations. Only the Evaluation Committee may score revised technical responses.

Additionally, GTA may request a Best and Final Offer (BAFO) from bidders for RFPs, RFQs and SONs. One round of cost negotiations may be obtained from all responsive and responsible bidders when GTA determines that costs for the services requested might be improved. In these instances, GTA will request bidders to submit their most aggressive and improved pricing to ensure further consideration. Any response received after the set due date and time will not be considered. If no response to the BAFO is received, the original bid response will stand as the final cost proposal.

Best Alternative to a Negotiated Agreement (BATNA) refers to the most advantageous alternative course of action GTA can take if negotiations fail, and/or if an agreement cannot be reached. In these situations, GTA will typically negotiate with the next highest scoring (RFP, RFQC) or lowest cost (RFQ, SON) bidder.



2.6. Contract Formation and Award



Figure 10 - Step 6 - Contract Formation and Award

2.6.1. Key Steps

The key steps for the **Contract Formation and Award** stage are:

- Supplier Actions:
 - Receiving contract award, as applicable.
 - Participating in protest process, as applicable.
 - Reviewing state entity's public notice of solicitation results.
- GTA Actions:
 - Providing public notice of solicitation results via Notice of Intent to Award, if applicable.
 - Providing public notice of contract award(s) via Notice of Award.
 - Having all solicitation records available for prompt review by suppliers.
 - Issuing contract award.
 - Participating in protest process, as applicable.

TABLE 2.6		
Referenced Official Forms	GTA Use	Supplier Use
Vendor Management Form	•	•
Notice of Intent to Award	•	
Notice of Award	•	
Master Services Agreement (MSA)	•	•
Bidder Debrief Meeting	•	•
Automated Submission Process	GTA Use	Supplier Use
Notice of Intent to Award	•	
Notice of Award	•	

Once GTA has completed the evaluation stage for responses submitted to the solicitation (and, if applicable, any negotiations), GTA will publish the results via a Notice of Intent to Award (NOIA), if applicable, which lists the apparent successful bidder(s). Once the contract is signed and counter signed, the Notice of Award (NOA) will be posted, and the solicitation will be considered closed.

2.6.2. Vendor Management Form

All suppliers must initially submit an accurate [W9 \(Request for Taxpayer Identification Number and Certification\)](#) form, then complete and submit the Georgia State Accounting Office's (SAO) [Vendor Management Form](#) (VMF). The VMF is the access point for payment(s) release via Automated Clearinghouse (ACH) processes. The VMF and on-boarding a supplier for payment is the responsibility of the supplier, in conjunction with GTA Office of Accounting Services, specifically



the Accounts Payable (AP) Office.

2.6.3. Notice of Intent to Award (NOIA)

The Notice of Intent to Award (NOIA) is GTA's official public announcement of its intended contract award to the identified apparent successful supplier(s). The NOIA also identifies the amount of the intended contract award, the names of all suppliers whose responses were rejected, and the reasons for rejection of the unsuccessful supplier. The NOIA is publicly posted to the Georgia Procurement Registry (GPR) before a contract award is made.

2.6.4. Notice of Award (NOA)

The Notice of Award (NOA) is GTA's official announcement of actual contract award to the identified supplier(s). The NOA also identifies the amount of the actual contract award, the names of all suppliers whose responses were rejected, and the reasons for the rejection of the unsuccessful suppliers. The NOA is publicly posted within one (1) day of contract award (i.e., issuing a purchase order to the supplier and/or executing a contract). The NOA announces awards resulting from solicitations regardless of the dollar amount.

2.6.5. Master Services Agreement (MSA)

For contracting purposes, GTA utilizes a Master Services Agreement (MSA) upon successful completion of a solicitation. An MSA is a contract between two or more parties that establishes what terms and conditions will govern all current and future activities and responsibilities. GTA's MSAs create a contract framework that establishes the foundation for all future actions. Additionally, the MSA allows for modifications as circumstances evolve by addressing not only the specific requirements and scope of services, while maintaining the basic tenets that will govern all future contracts.

2.6.6. Bidder Debrief

The purpose of a supplier debriefing is to share information about the evaluation and award process. Bidders can request a debrief meeting to better understand the procurement process and gain insights to improve their competitiveness of responses to future solicitations. The bidder debriefing is not an adversarial proceeding and may not be used to challenge GTA's selection and award process. Any challenge to the procurement process must be filed in accordance with GTA's Protest Policy.

2.7. Contract Administration



Figure 11 - Step 7 - Contract Administration



2.7.1. Key Steps

The key steps for the **Contract Administration** stage are:

Supplier Actions:

- Performing under the contract requirements
- Working with GTA (or applicable state entity) to resolve any contract disputes

GTA Actions:

- Administering and managing the contract
- Facilitate all contract amendments and changes
- Working with supplier to resolve any contract disputes
- Validate payments

Table 2.7		
Referenced Official Forms	GTA Use	Supplier Use
MSA (Master Services Agreement)	•	•
CPA (Customer Participation agreement) (if needed)	•	•
Contract Renewal	•	•
Contract Amendment	•	•
Cure Notice (If Applicable)	•	•
Show Cause Notice (if Applicable)	•	•
Automated Submission Process	GTA Use	Supplier Use
Requisition process	•	
Purchase Orders/P-Card payments	•	
Invoicing and Receipts	•	•

The goal of contract administration is to ensure the supplier performs according to the terms of the contract and that all parties (e.g., the supplier and GTA or applicable state entity) properly discharge their responsibilities. Additionally, during this phase, proper review and acceptance of contract performance, inspection, and acceptance of goods or services, and GTA's payment for accepted goods and services via either a Purchase Order, P-Card or Voucher transpires.

2.7.2. Contract Renewal

As each contract stipulates, contracts will be renewed appropriately. During this process, the supplier's performance, and qualifications will be reviewed. GTA Business Owner(s) will determine whether a contract will be renewed, if needed. At a minimum, GTA will request all updated administrative documents which are necessary to support the new contract term. These requested documents include, are but not limited to:

- Department of Audits and Accounts Immigration and Security Form ([E-Verify](#))
- [Tax Compliance](#) (as applicable)
- [Insurance Certificate](#) (as applicable)
- Any other document required by contract or GTA's policy

2.7.3. Contract Amendments

Throughout the term of the contract, it may be necessary to make changes to the contract. These changes can be minor administrative changes, such as a change of address (does not affect or alter the rights of the parties, and executed in writing via a unilateral amendment), or they can be substantial changes that affect the price and delivery, which must be processed through a bilateral amendment (i.e., a document signed by an authorized representative from both parties). All contract amendments must be in writing.



2.7.4. Purchasing Payment Policies and Methods

2.7.4.1. General Policy

Only authorized persons may request the purchase of goods and services in the name of GTA. Without a properly approved purchase order, purchasing card or AP voucher, GTA is not obligated for any such unauthorized purchase.

2.7.4.2. Purchase Order

Purchase orders (POs) are legally binding documents to transact with suppliers based on terms and conditions for the purchase of goods and services. The terms, conditions, and specifications of the PO, solicitation document and the award document will be incorporated into any contract between GTA and the supplier as a result of the solicitation. A PO may only be created via the submission of an approved requisition, created by a GTA person authorized to create within the recognized State financial system (typically known as “requester”), approved by their management, and may only be dispatched by an authorized GTA Procurement Official (typically known as “Buyer” within the recognized State financial system).

The PO is used for financial purposes to encumber funds. The State Accounting Office (SAO) maintains the [Statewide Purchase Order Policy](#), which offers guidance to state entities, including GTA, on when a purchase order is expected in the procurement of goods and services. All GTA contracts, DOAS statewide contracts, and, if applicable, interagency agreements should also be procured consistent with this Statewide Purchase Order Policy.

Purchase orders must contain an authorized signature, correct payment and delivery terms, and all PO line descriptions must clearly identify what is being purchased. An artifact, such as a quote, invoice, or other documentation must be included with the PO.

2.7.4.3. Purchasing Card

Often, payments will be made using the state issued Procurement Card (P-Card). GTA participates in the Statewide Purchasing Card Program because it is an efficient method of purchasing and paying for goods and services for official state of Georgia business use within established limits. The P-Card reduces the number of purchase orders and vouchers issued, thereby enhancing efficiency and cost-cutting measures for the State and GTA.

GTA P-Card policies are exclusive to GTA and are more restrictive than the DOAS State Purchasing Division (SPD) Statewide Policy. P-Cards will be administered and managed in accordance with the DOAS [Statewide Purchasing Card Policy](#) (P-Card) Policy and the GTA Purchasing Card Program Policy Manual (GTA P-Card Manual) (as stored on the **MyGTA** intranet). Additionally, all P-Card payments to suppliers must follow SAO's [P-Card Payment Method](#) accounting directives.

2.7.4.4. Payment

GTA will not pay for goods or services which have not been accepted/receipted (i.e., the supplier has failed to deliver goods, equipment or services which conform to the MSA/SOW requirements). See [Figure 4 - Procure to Pay Process](#).

In the event a supplier has failed to perform, payment will be withheld pending GTA's Business Owner's satisfaction with the supplier's progress. The costs incurred by the supplier must be in accordance with the terms of the contract and/or purchase order (PO), including any rate schedule/deliverables submitted.

2.7.5. Supplier and Contract Default/Issues Procedures

If any Business Owner has difficulty in obtaining satisfactory performance including service as provided for in a guarantee or warranty, under a contract handled, approved, or otherwise



authorized by GTA, the office must refer the matter to GTA Office of Contracts & Compliance or GTA General Counsel.

The Business Owner will notify the supplier when latent or other defects are discovered in equipment, or the supplier (including and subcontractors) fails to provide the agreed to services. In the event the supplier fails to remedy the condition reported and the contract was handled, approved, or otherwise authorized by the GTA, the matter shall be referred to GTA Office of Contracts & Compliance and/or GTA General Counsel.

If supplier caused defects or delinquency requires the intervention of the Office of Procurement Management, Office of Contracts & Compliance, or General Counsel and/or a supplier notification, then a **Cure Notice** may be sent to the supplier addressing the issue. This Cure Notice will be sent via email, with a copy sent via certified mail with proof of delivery requested. If supplier performance is not improved, a **Show Cause Notice** will be sent. This request, sent to the supplier via email and certified mail, demands that the supplier respond in writing explaining the reason for non-performance, including any excusable causes preventing the supplier's performance. This Show Cause Notice may also be used as a final warning to the supplier if the supplier has failed to adequately respond to a Cure Notice. See [APPENDIX J - Sample Cure Notice and Show Cause Notice](#).

2.8. Retirement



Figure 12 - Step 8 - Retirement

2.8.1. Key Steps

The key steps for the **Retirement** stage are:

- Completing contract close out tasks
- The contract administrator or designee is responsible for contract close out and must:
 - Determine whether all payments to the supplier have been made
 - Determine whether all administrative actions have been completed
 - Ensure that all issues have been resolved
 - Ensure that the official contract file contains all necessary documentation
 - Determine whether all deliverables, including reports, have been delivered and accepted
 - Determine whether all GTA property, if any, has been returned
 - Provide the contract administrator with the appropriate material from the project manager's file for inclusion in the official contract file

Table 2.8		
Referenced Official Forms	GTA Use	Supplier Use
Contract Amendment	•	•
Contract Cancellation Notice	•	



Table 2.8		
Referenced Official Forms	GTA Use	Supplier Use
Contract Close Out Documents	•	
Automated Submission Process	GTA Use	Supplier Use
Purchase Order (PO) Close Out	•	

The purpose of the retirement/close out process is to verify that both GTA and the contracted suppliers to the contract have fulfilled their contractual obligations and that there are no responsibilities remaining. A contract is completed when all goods, equipment or services have been received and accepted; all reports have been delivered and accepted; all administrative actions have been accomplished; all GTA-furnished equipment and material has been returned; and final payment has been made to the supplier.

The contract administrator or designee is responsible for contract close out and must:

- Determine whether all payments to the supplier have been made
- Determine whether all administrative actions have been completed
- Ensure that all issues have been resolved
- Ensure that the official contract file contains all necessary documentation

In addition, the contract administrator (or the project manager, as applicable) must:

- Determine whether all deliverables, including reports, have been delivered and accepted
- Determine whether all GTA property, if any, has been returned
- Provide the contract administrator with the appropriate material from the project manager's file for inclusion in the official contract file.

Once confirmation has been received that all contract requirements are met, the Office of Procurement Management will verify that all outstanding invoices are paid and close out any open purchase orders.



3. ETHICAL STANDARDS AND POLICIES

3.1. Ethics Policy

See [Appendix G](#) for the **GTA Procurement Ethics Policy. Fair and Open Bid Policy**

GTA is committed to and shall conduct procurements through the GPR to the marketplace seeking fulfillment of business opportunities. GTA shall utilize marketplace suppliers that are fair and open for doing business with GTA.

3.2. Code of Ethics for Government Service

The provisions of [O.C.G.A. § 45-10-1](#) et. seq. strictly applies to these rules and to the actions of GTA. Also see [Code of Ethics for State Employees](#)

3.3. Lobbyist Registration

All suppliers who employ or retain one or more lobbyists shall cause such lobbyists to register with the [State Ethics Commission](#) and to file the disclosures required by **Article 4 of Chapter 5 of Title 21** of the [Official Code of Georgia Annotated \(O.C.G.A.\)](#) Such registration must be made no later than fifteen (15) calendar days after the lobbyist's initial contact with the GTA or the date that bids or proposals are due to be submitted by the supplier in response to the GTA's solicitation, whichever is earlier. All suppliers shall certify, as part of any response to a request for proposals or bids or other procurement method, that any lobbyist whom the supplier employs or retains has registered with the State Ethics Commission and complied with the requirements of this regulation.

The registrations and disclosures required pursuant to this regulation must be considered "information voluntarily supplied" to the by such suppliers under O.C.G.A. Section 21-5-6(b)(3), so that the State Ethics Commission may perform its duty to accept and file such information.

The registrations and disclosures required pursuant to this regulation must be in addition to any reports required under [O.C.G.A. Section 45-1-6](#). Compliance with this regulation must not excuse noncompliance with that Code section, and compliance with that Code section shall not excuse noncompliance with this regulation, notwithstanding that in some cases the same information may be required to be disclosed under both.

In accordance with [O.C.G.A. Section 45-12-130](#), [O.C.G.A. Section 45-12-131](#) and other applicable laws, GTA, along with the [Office of Planning and Budget \(OPB\)](#), must decline to approve any MSA with any supplier that has failed to comply with this regulation. If any MSA is awarded but it is subsequently discovered that a supplier has made an inaccurate certification pursuant to this regulation or that one or more of the supplier's lobbyists has failed to fully comply with the requirements of this regulation, such MSA shall be voidable by the state.



4. OPEN RECORDS MANAGEMENT

4.1. Georgia Open Records Act

Except where state of Georgia law provides to the contrary, after the award of an MSA, the purchasing records of a business unit are public documents, and these documents shall be maintained in accordance with the [Georgia Open Records Act](#) (O.C.G.A. § 50-18-70 et seq.).

The Georgia Open Records Act provides that all public records are subject to disclosure to the public, unless specifically exempted for reasons such as order by a Georgia court or by law.

4.2. Open Records Requests

An open records request is a request for public records contained in the files or otherwise in the possession of GTA. An open records request must be for the inspection or copies of an existing public record. Requests to generate a new (i.e., not currently in existence) document, record, or summary of a record are not valid open records requests. Open record requests may be submitted in written form to openrecords.gta@gta.ga.gov, and the request need not specifically cite or reference the [Georgia Open Records Act](#).

4.3. Time Limits

The Georgia Open Records Act requires GTA to make public records available for inspection or copying within three (3) business days (beginning at 12:01 a.m. on the first business day after the request is received) of receiving a verbal or written request for access. Whenever possible, requests should be obtained in writing from the requesters. If a requested public record cannot be made available within three (3) business days, a written description of the record and the time that it will be available for inspection or copying must be provided to the requester within the three (3) business-day time limit.

4.4. Fees

Unless otherwise specified in law, a copying fee of \$.25 per page will be charged.

The actual cost of a computer disk, audio tape, etc. used to provide a requested record may be charged. If the information is available or requested on a CD-ROM, GTA has documented a cost of \$20.00 per CD, which is inclusive of all searches, retrieval, and other direct administrative costs, associated with providing the information requested on a CD-ROM.

If deemed appropriate, a reasonable fee may also be charged for search, retrieval, and other direct administrative costs for complying with a request. No fee is charged for the first quarter hour.

Fee charged must not exceed the salary of the lowest paid full-time employee who, in the discretion of the custodian of the record, has the necessary skill and training to perform the request.

4.5. Not Public Records

Public records do not include:

- A. Records which by Georgia court or by law are prohibited or specifically exempted from being open to public inspection.
- B. Certain personal information about employees that is not subject to disclosure and will only be released to authorized officials.
 - 1) This information includes: an employee's social security number, mother's birth name, debit and credit card information, other banking/financial information, insurance and medical information and birthday/month.
 - 2) **Note:** Under limited circumstances, Georgia law allows the media to access an employee's



social security number and birthday/month. This news media exception applies only when a written request, signed under oath, states that the person or entity is gathering information a representative of a news media organization for use in connection with news gathering and reporting. The Office of General Counsel, as well as the Office of Communications will be immediately contacted if an open records request is received from the media.

- C. Records pertaining to the subject of a pending administrative proceeding without the prior approval of the presiding administrative law judge.
- D. Any record that is not subject to disclosure based on an exception to the Georgia Open Records Act.

4.6. Marking Submissions as “Confidential”, “Proprietary”, or “Trade Secret”

If a Supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the Supplier must clearly mark each such submission, or portions of the submission, considered to be exempt from disclosure as “Confidential”, “Proprietary”, or “Trade Secret”. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Wholesale designation of a response or substantial parts of a response as “Confidential” will not be accepted by GTA. If only portions of a page are subject to some protection, Supplier should not mark the entire page. Even though information submitted by a Supplier may be marked as “Confidential”, “Proprietary”, “Trade Secret” etc., GTA will make its own determination regarding what information may or may not be withheld from disclosure.

4.7. Submission of Redacted Copies

If Supplier considers any portion of its bid/proposal to the solicitation to be trade secret or otherwise not subject to public disclosure under the [Georgia Open Records Act](#), Supplier must, in addition to the required original documents, provide a separate redacted electronic copy of its bid/proposal, preferably in PDF format, and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law, including citation to the appropriate exemption form disclosure requirements provided under Georgia law.

This redacted copy should be clearly marked “Redacted Copy-Available for Public Review.” In addition, the electronic file name should include the words “Redacted Copy” at the beginning of the file name. The redacted copy shall be submitted at the same time Supplier submits its bid/proposal and must only exclude or redact those specific portions that are claimed not subject to disclosure.

The redacted copy should reflect the same pagination as the original and show the location from which information was redacted. Except for the redacted information, the redacted electronic copy must be identical to the original bid/proposal. The redacted copy will be open to public inspection under the [Georgia Open Records Act](#) without further notice to the Supplier. If Supplier fails to submit a redacted copy with its bid/proposal, GTA is authorized to produce the Supplier’s bid/proposal with the exception of audited financial statements in answer to any public records request under the [Georgia Open Records Act](#).

Even though information submitted by a Supplier may be marked as “Confidential”, “Proprietary”, “Trade Secret”, etc., GTA’s Director of Procurement with or without legal counsel will make his or her own determination regarding what information may or may not be withheld from disclosure. If GTA deems redacted information to be subject to disclosure under the [Georgia Open Records Act](#) then the marked as “Confidential”, “Proprietary”, or “Trade Secret” unredacted copy will be open to public inspection under the Georgia Open Records Act without further notice to the Supplier.

Please note that the redacted version will be utilized for purposes of responding to requests for records pursuant to the [Georgia Open Records Act](#) GTA will provide access to copies of original bids and



proposals in response to requests made pursuant to the [State Purchasing Act](#). The State does not consider pricing information to be confidential or proprietary.

4.8. Trade Secret

In addition, if the Supplier claims that certain information in its bid/proposal may be withheld as trade secret pursuant to [O.C.G.A. 50-18-72\(a\)\(34\)](#), the Supplier shall include with its bid/proposal submission, an affidavit (See **Appendix K – Sample Trade Secret Affidavit**) indicating the specific information that the Supplier identifies as trade secret, affirmatively declaring that such information is trade secret.

Along with the affidavit, the Supplier shall provide a justification regarding how and why each redaction request constitutes a trade secret pursuant to Georgia law.

Designation of a “Trade Secret” shall not be binding on GTA, but GTA will review and consider the designation. If the Supplier does not include an affidavit with its bid/proposal submission, GTA is authorized to produce the Supplier’s bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act.

Wholesale designation of a response or substantial parts of a response as “Trade Secrets” will not be accepted by GTA. In general, GTA does not consider pricing information to be trade secret.

4.9. Records Custodian

The Office of Procurement Management (OPM) is the records custodian for all procurement records. OPM shall identify each paper or electronic contract record individually so it can be readily located and referenced.

4.10. Records Retention

The Office of Procurement Management shall document all purchase transactions. As applicable, each paper or electronic record shall include:

- (a) Requisition
- (b) Original offers if in writing, or written documentation of verbal offers received
- (c) Consensus evaluation worksheets
- (d) Distribution list, if used
- (e) Written justification for waiver or emergency purchase
- (f) Copy of purchase order(s) or certification to business unit authorizing placing of order
- (g) Related correspondence
- (h) Reason(s) for receiving only one offer in response to a solicitation
- (i) Negotiated MSAs

After award of MSA, all material in the record, except confidential information deemed so by GTA, shall be open to interested persons, by appointment, during normal office hours and in accordance with the Georgia Open Records Act.



5. APPENDICES

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Other Policies

- [State Accounting Office \(SAO\): Payment Method Policy \(Updated 12/01/2016\)](#)
- [SAO: Single Pay Policy](#)
- [Executive Order 12.21.10.01: Payment Timing](#)
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APPENDIX A - Definitions and Acronyms

The following definitions shall apply generally to all procurement rules and regulations of the Georgia Technology Authority:

#	Name	Definition
1.	Administrative review,	Means the preliminary step in the evaluation process, where the issuing officer determines each supplier's compliance with several basic requirements in the solicitation.
2.	Affiliate	Means an entity in which the Parent of the Prospective Service Provider owns more than fifty percent of the voting stock, or an entity in which a group of principal owners which own more than fifty percent of the Prospective Service Provider also own more than fifty percent of the voting stock
3.	Auto-Attendant	Means a system that allows callers to be automatically transferred to an extension without the intervention of an operator/receptionist
4.	Automatic Call Distribution or ACD	Means a telephone facility that manages incoming calls and handles them based on the number called and an associated database of handling instructions.
5.	Backup & Restore	Means the Service Component that includes services for Managed Storage whether in a provider managed space or cloud, or within the State -owned data center(s). May include backup capability and remote tape storage.
6.	Best Value Procurement	Means a procurement process that has as the fundamental objective the reduction of total cost of ownership as defined in these rules or generally the best value procurement methods.
7.	Bidder	Means the company or individual who submitted a response to a solicitation or offer.
8.	Business Day	Means any day other than Saturday, Sunday or a day that is a public and legal holiday in the state of Georgia under O.C.G.A. Section 1-4-1.
9.	Business Owner / Purchaser	Means the GTA business unit soliciting offers to acquire goods or services
10.	Buyer	Means the GTA recognized, authorized person with access to the specific purchasing module within the State's Financial System.
11.	Clarification	Means the limited exchanges between the GTA and offeror's that may occur after receipt of offer. Offeror's may be given the opportunity to resolve clerical errors.
12.	Communications	Means the exchanges between the GTA and offerors after receipt of offers to address issues of past performance, to enhance the GTA's understanding of offers, to allow reasonable interpretation of the offer, or to facilitate the GTA's evaluation process. Communications shall not be used to cure material omissions in the offer.



#	Name	Definition
13.	Competition	In purchasing exists when the available market for the goods or services to be acquired consists of more than one supplier that is technically qualified and willing to submit an offer. The public competitive process is the process followed by a public business unit to solicit offers from multiple suppliers to provide the specified goods or services. The process must be conducted in a manner that attempts to ensure that all qualified suppliers who are willing to submit offers are treated equitably and are not placed at a disadvantage with respect to the process outcome.
14.	Competitive Range	Means the range of all the most highly rated offers, as determined by the evaluation committee. The range shall be used to determine the optimal best value solutions to address requirements of the solicitation document.
15.	Consensus Scoring	Individual evaluators read the proposals prior to evaluation work sessions and make notes of proposed scoring, observations of strengths and weaknesses, and questions regarding the vendor's proposal. Once all proposals have been scored individually, the Evaluation Committee will meet to discuss and develop consensus scores for each vendor.
16.	Contract	Means any agreement between two unrelated legal entities under which Prospective Service Provider, acting as a Prime Contractor, provided services of the type and nature described in the relevant agreement.
17.	Contract Award	Means GTA's written notice of award (NOA) of a contract to the successful Respondent in a particular GTA procurement.
18.	Contract Value	Means the actual Contract Award amount.
19.	Cost Proposal	Means the part of any Bid that sets forth the price for which the Bidder is offering to provide the State with the Services/Commodities described in the Solicitation
20.	CRM or Customer Relationship Management	Means a system for managing a company's interactions with current and future customers
21.	Cure Notice	Means the written notification sent to a supplier by the contract administrator when it has been determined that a termination for default is warranted, and specifies a reasonable period to correct or cure the defect, deficiency or violation.
22.	Data Center Management	Means the Service Component that includes services for data center facility management including physical access control, environmental management, and floor-space management. May include cable, wiring, and racking. May include collocation management.
23.	Data Center Services	Means all services that are industry accepted data center infrastructure services including operating systems and environment provisioning and hosting of multi-platforms (i.e., IBM, Unix, Unisys, Linux, and Windows), data management and storage, tape and backup services, integration services, etc.



#	Name	Definition
24.	Database	Means the Service Component that includes services for database services and database management. May include hosted or cloud-based databases. May include services for physical database management of GTA current databases.
25.	Deficiency	Means a failure to meet a stated requirement or a combination of weaknesses in an offer that increases the risk of unsuccessful contract performance.
26.	Disaster Recovery	Means the Service Component that includes services for support of IT Service Continuity Management including fail-over testing and readiness verification. May include alternate DR sites and alternate DR hardware in hot, warm, or cold varieties.
27.	DOAS	Means the Georgia Department of Administrative Services.
28.	EDI or Electronic Data Interchange	Means the computer-to-computer exchange of business documents (POs) in a standard electronic format between GTA, the supplier and SAO/OPB
29.	Email	Means the Line of Service that includes email services.
30.	Emergency Purchase	An emergency procurement is handled outside of the normal competitive process for purchases greater than \$24,999.99 because of the urgency of the circumstances, such as the immediate welfare of the general public. Poor planning or the pending expiration of funds does not constitute a valid justification for an emergency purchase.
31.	End User Computing (EUC)	Means the Line of Service that includes desktops, laptops, network printers, and common software, including Windows and MS Office.
32.	Enhanced Quality Management and Quality Management	Means the tools used to record contacts and screen captures to evaluate staff performance. "Enhanced Quality Management" includes the ability to provide role-based scorecards, integrated learning & coaching management for staff/agents.
33.	Enhanced Workforce Management and Workforce Management	Means a common set of performance-based tools to support management, supervisors, managers, and workers across the operations. Enhanced Workforce Management includes the additional workforce optimization tools automating entire processes, making key data more visible encompassing all aspects of managing the complete workforce lifecycle.
34.	Estimated Contract Value	Means the pre-award estimate of the amount that will be spent by GTA under any contract issued in connection with a particular procurement.
35.	Evaluation Committee	The appointed committee that shall evaluate the Prospective Service Providers responses and make the final determination of Respondents that are prequalified or qualified Prospective Service Providers in accordance with the criteria set forth herein.
36.	Executive Director	Means the Chief Information Officer (CIO) of the state of Georgia and the Executive Director of GTA provided for by O.C.G.A. Section 50-25-5.1.
37.	Georgia Procurement Registry (GPR)	Means the public listing of solicitations posted by Georgia government entities, and is located at https://doas.ga.gov/state-purchasing/georgia-procurement-registry-for-local-governments



#	Name	Definition
38.	GEPS	Georgia Enterprises for Products & Services - http://www.georgiaenterprises.com/
39.	GETS™	Means GTA's Georgia Enterprise Technology Services program. GETS is the state's shared IT services program offering reliable, secure, and innovative IT infrastructure and managed network services to state and local government agencies.
40.	Goods	Means any information technology commodities including equipment, materials, or supplies.
41.	GTA	Means the Georgia Technology Authority
42.	GTA Direct	Means the GTA program providing IT services through existing contracts with market-leading providers that GTA has pre-qualified, including network services, voice services, or computing services. GTA Direct provides a quick path to managed IT services for Georgia agencies, local governments, colleges and universities, and boards of education statewide.
43.	GTA Procurement Manual (or GTA PM)	Means the document developed by the GTA Office of Procurement Management to establish the general policies and procedures for planning, development, solicitation, award, and management of procurements conducted for GTA. GTA PM is located at: https://gta.georgia.gov/procurement
44.	GTA Procurement Protest Procedures Manual	Means the document establishing the general policies and procedures for challenging the GTA solicitation process or solicitations awards made by GTA. The GTA Procurement Protest Procedures is located at http://gta.georgia.gov/sites/gta.georgia.gov/files/GTAProcurementProtestProcedures.pdf
45.	HCC or Hosted Contact Center	Means a system that provides call and contact routing for high- volume telephony transactions, with specialist answering "agent" stations and a sophisticated real- time contact management system. The supporting infrastructure is normally provided as an off-site, dedicated "hosted service" solution; or as an off-site shared resource "software as a service" (SaaS) solution.
46.	IMAC	IMAC is an acronym for Installs Moves Adds Changes and means all day-to-day activities associated with the scheduling and installation of hardware and software, changes to configuration, de-installation, and relocation of equipment, including connectivity testing, data transfer and user orientation.
47.	Include and its variants (such as includes or including)	Means, whether or not capitalized, including, without limitation".
48.	Infrastructure Services (INF)	Means the entire portfolio of equipment, system software, and network components required for the integrated provision and operation of Mainframe, Server, End User Computing (EUC) and Print Service Tower Services.



#	Name	Definition
49.	Integrated Voice Response or IVR	Means a telephony technology that can read a combination of touch tone and voice input that gives users the ability to access a database of information via phone.
50.	IPAM/DHCP/DNS Managed Services	Means IP Address Management (IPAM), Dynamic Host Configuration Protocol (DHCP), and Domain Name System (DNS), and includes both internal and external naming services.
51.	Issuing Officer	The individual at GTA who is responsible for all aspects of the solicitation process and who will serve as the point of contact to the supplier for a solicitation.
52.	IT Infrastructure Outsourcing or IT Infrastructure Services	Means a service in which the management of an organization's information technology systems and applications are handled by a third party. In the context of GTA, this includes data center services and telecommunications services but does not include application sourcing or business process sourcing.
53.	IT Service Continuity Management	Means the planning process for incident prevention, prediction, and management with the goal of maintaining service availability and performance at the highest possible levels before, during, and after a disaster-level event
54.	LAN Security	Means security services such as Firewall, Intrusion Detection and Prevention (IDS/IPS), Access Lists, Site to Site VPN Tunneling, etc.
55.	LAN-WAN	Means the Lines of Service that include Local Area Network (LAN) services and Wide Area Network (WAN) services.
56.	Line of Service	Means Individual service within a Tower
57.	Mainframe	Means the Lines of Service that includes CPU, DASD, and tape backup services for mainframe applications.
58.	Managed Network Services (MNS)	Means the general scope of procurement that includes LAN, WAN, Voice, and other related services.
59.	Managed Storage	Means the Tower Service providing agencies with storage as a service
60.	MPLS	Means Multiprotocol Label Switching which is a technology used in telecommunications networks.
61.	MSI	Means the Multi-sourcing Integrated Services Provider that has entered into a contract with GTA for providing cross-functional services including Help Desk, Chargeback, Asset Management, Tools, Processes, etc.



#	Name	Definition
62.	Negotiation	Means the exchanges in either a competitive or sole source environment between the state and offeror's that are undertaken with the intent of allowing offerors to revise their offers. Revisions may apply to price, schedule, technical requirements, or other terms of the proposed contract. Negotiations are specific to each offer and shall be conducted to maximize the State's ability to obtain best value based on the evaluation factors set forth in the solicitation. The State may also give evaluation credit for technical solutions exceeding mandatory minimums or negotiate with offeror's for increased performance beyond mandatory minimums.
63.	Network Authentication Services	Means a service that provides Local Area Network port access control via an AAA (Authentication, Authorization, and Accounting) service. (e.g., 802.1x, Radius, Active Directory, etc.)
64.	Network Cloud-Based Security Services	Means security services such as: Firewall, Intrusion Detection and Prevention (IDS/IPS), and Web Filtering that are delivered within the service providers' network.
65.	Network Routing and Switching	Means OSI layers 2 and 3 design, installation, configuration, management, and support services leveraging the core, distribution, and access model.
66.	Offer	A bid or proposal submitted in response to any solicitation document utilizing "Best Value" procurement methodology including Invitation for Bids (IFB), Request for Proposals (RFP), Request for Quotations (RFQ), negotiation, or other acquisition processes, as well as responses to Solution-Based Solicitations and Government-Vendor Partnerships
67.	Offerors	The prospective supplier or contractors seeking pre-qualification under an RFQC the prospective service provider or contractor seeking qualification under an RFP or SON.
68.	Office Director, Senior Officer	Means the leadership position at GTA with the authority to sign contracts and approve invoices.
69.	OPB	Georgia Office of Planning and Budget
70.	Open Records Act	O.C.G.A. § 50-18-70 <i>et seq.</i>



#	Name	Definition
71.	Order of Precedence	<p>The procurement professional must follow the Order of Precedence, beginning with Tier 1 mandatory statewide contracts to Tier 2 (existing state entity contracts), Tier 3 (statutory sources), and continuing to Tier 4 (convenience statewide contracts, GEPS products, piggyback purchases, open market), as defined below:</p>
72.	OSI	Open Systems Interconnection - Often used by GTA in reference to the OSI model, which is a conceptual model that characterizes and standardizes the communication functions of a telecommunications or computing system without regards to its underlying internal structure and technology
73.	Parent	Means the entity which owns more than fifty percent of the voting stock of Prospective Service Provider. In the case of an acquisition, "Parent" means the legal entity that acquired the Prospective Service Provider.
74.	Price	Means the amount paid by the State to a vendor for a good or service.
75.	Prime Contractor	Means the single legal entity of a group of legal entities that are legally associated for the purpose of delivering Services under a contract with GTA and that is the single point of contact with GTA with respect to the Services being delivered.
76.	Principal Owner	Means the entity which holds a ten percent or greater ownership interest in another entity.
77.	Print Service	Means the Service Tower providing agencies with high-speed, secure print services from a dedicated facility
78.	Print-Mail	Means the Lines of Service that includes print and mail services for mainframe applications.
79.	Procurement	Means the acquisition of goods and services.



#	Name	Definition
80.	Procurement Officer	Means GTA's designated procurement officer, also known as the Agency Procurement Officer (APO), who has the authority to procure goods and services and is primarily responsible for coordinating the GTA's procurement activity.
81.	Proposal	Means, in procurement of goods or services, the firm's plan and proposed cost for fulfilling the conditions outlined in a Request for Proposal (RFP), Request for Information (RFI), Request for Qualified Contractor (RFQC), Statement of Need (SON) or other information gathering or supplier contact activity.
82.	Prospective Service Provider (PSP)	Means the contractor / firm seeking prequalification under an RFQC or seeking qualification under an RFP or SON.
83.	PSTN or Public Switched Telephone Network	Means telephone lines, fiber optic cables, microwave transmission links, cellular networks, communications satellites, and undersea telephone cables, all interconnected by switching centers, thus allowing any telephone in the world to communicate with any other. Used interchangeably with TDM or "Plain Old Telephone Service" (POTS).
84.	Purchaser / Business Owner	Means the business unit with the need for a particular good or service working with the GTA Office of Procurement Management to create the soliciting offers to acquire said goods or services.
85.	Qualified Contractor	Means the Prospective Service Provider(s) that has proved and is selected to be qualified to perform the work set forth in an RFQC or RFP. Only "Qualified Contractors" will receive and be able to submit proposals to a solicitation
86.	Receiving Reports	Means a document affirming receipt and acceptance of good(s) or service(s) such as a delivery receipt
87.	Remote User VPN	Means the technology that provides users with Secure Sockets Layer (SSL) remote access to the State's private networks.
88.	Request for Information	A Request for Information (RFI) is a semi-formal method for requesting information from suppliers who have knowledge or information about an industry, goods, or services.
89.	Request for Proposals or RFP	A Request for Proposal (RFP) is a publicly advertised formal solicitation that requests Prospective Service Providers to submit a proposal for the provision of goods or services based on the requirements specified in the solicitation.
90.	Request for Qualified Contractors (RFQC)	A Request for Qualified Contractors (RFQC) is a publicly advertised formal solicitation seeking statements of qualifications and experience from interested bidders relevant to specific needs set forth in the solicitation.
91.	Request Management and Fulfillment	Means the process and tools with which agencies request services and through which they are fulfilled by Service Tower Providers.
92.	Requester	Means the individual responsible for entering requisitions in the TeamWorks Financials Management (TGM™) enterprise application.



#	Name	Definition
93.	Requisition	Means the request for goods or services. A requisition is the electronic document in TGM™ that identifies a purchasing need as well as certain key information required for the purchase. The requisition begins the procurement/sourcing process, and is ultimately sourced to a purchase order (PO) or P-Card.
94.	Respondent	Means the interested party, such as a Prospective Service Provider, that properly returns a Solicitation Response to a solicitation, in accordance with the criteria set forth in the Solicitation Document.
95.	Responsible	Means that the Supplier, whether a company or an individual, has appropriate legal authority to do business in the state of Georgia, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.
96.	Responsive	Means the Supplier, whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.
97.	SAO	Georgia State Accounting Office
98.	Sealed Bids	With the exception of reverse auctions and informal pricing requests for purchases less than \$25,000, all solicitation methods are conducted through a formal sealed bidding process. In the formal sealed bidding process, suppliers' submitted offers are kept confidential and not opened by GTA until after the solicitation has closed.
99.	Security	Means the Service Component that includes services for cyber-security services. May include monitoring and event analysis, cyber-security incident response, data loss prevention solutions, security device management, malware protection, identify and access management, and vulnerability assessment infrastructure security services.
100.	Server	Means the Line of Service that includes applications and utility server services.
101.	Service Component	Means a sub-component of a Line of Service or Service Tower.
102.	Service Level Agreement or SLA	Means a component of a service contract between a service provider and service recipient where the quality delivery of the service is formally defined.
103.	Service Provider	Means the company that is responsible for delivering services under a contract with GTA and that is the single point of contact with GTA with respect to the services being delivered.
104.	Service Tower or Line of Service	Means a single area that provides a service to a consumer of technology services, may include one or more sub-component. Each Service Tower is addressed in a corresponding Statement of Work (e.g., Mainframe is a Service Tower described in the Mainframe Statement of Work).



#	Name	Definition
105.	Services	Means any process of providing services requiring specialized knowledge, experience, expertise, professional qualifications, or similar capabilities for any aspect of information technology including, but not limited to, work or task performance, review, analysis, and advice in formulating or implementing improvements in programs or services.
106.	Shared Services Delivery Platform (the Platform)	Means the platform to enable multiple providers of services to cooperatively deliver IT services to state agencies and other public sector entities.
107.	Show Cause Notice	Means the written request to a supplier to respond in writing explaining the reason for non-performance, including any excusable causes preventing the supplier's performance. A Show Cause Notice may also be used as a final warning to the Supplier if the Supplier has failed to adequately respond to a Cure Notice.
108.	Softphone	Means a software program for making telephone calls over the Internet using a general-purpose computer, rather than using dedicated hardware.
109.	Software as a Service or SaaS	Means a software delivery model in which software and associated data are centrally hosted on the cloud by independent software vendors or application service providers.
110.	Solicitation Document	Means a written or electronic SON, RFQ, RFP, Solution- Based Solicitation, Government-Vendor Partnership, Request for Information (RFI) document or other acquisition documents expressly used to invite offers or request information regarding the acquisition of goods and services
111.	Solicitation Response	Means the document submitted by a Respondent as a bid, response, offer or proposal in response to a Solicitation Document.
112.	State	Means the state of Georgia.
113.	Storage	Means the Service Component that includes services for Managed Storage whether in a provider managed space or cloud, or within the State-owned data center(s). May include backup capability and remote tape storage.
114.	Supplier	A company desiring to do business with the state of Georgia.
115.	TDM	Means Time Division Multiplexing, which is a method of transmitting and receiving several telephones conversations over a common signal path by means of synchronized switches at each end of the transmission line.
116.	Team Georgia Marketplace	Means the online procurement tool provided by DOAS's State Purchasing Division to support state purchasing functions, including registration of suppliers, advertisement of solicitations and contract opportunities, electronic bidding, and contracts management. It is located at http://doas.ga.gov/state-purchasing/team-georgia-marketplace



#	Name	Definition
117.	Technical and Price reviews	Means the Evaluation Committee's evaluation of each supplier's proposal, which are scored to determine the relative technical value of each proposal. Each technical score will then be combined with a cost score assigned to the supplier's pricing to determine the supplier's overall score or value. Award is generally made to the supplier with the best overall score or value.
118.	Technical Proposal	Means the supplier's response that complies with all specifications and performance requirements identified in the solicitation
119.	Telecommunications Services	Means all services that are industry accepted telecommunications infrastructure services including network communications services, voice services, video services and wireless services.
120.	Time Division Multiplexing or TDM	Means a method of transmitting and receiving several telephones conversations over a common signal path by means of synchronized switches at each end of the transmission line.
121.	Total Cost of Ownership	Means a summation of all purchase, operating, and related costs for a product or service. It includes but is not limited to purchase price, transportation, receiving and inspection, maintenance, operating costs, downtime, energy costs, and disposal costs.
122.	Tower Service	Means the Category of service delivery defined in the contract by a separate Statement of Work (SOW). E.g., within the MNS agreement Voice, WAN, and LAN are separate Towers and each has its own SOW.
123.	Virtual Queuing	Means a concept used in inbound call centers where systems allow customers to receive callbacks instead of waiting in an automatic call distributor (ACD) queue.
124.	Voice	The Line of Service that includes PSTN, VOIP, and other voice services.
125.	VOIP	VOIP is an acronym of Voice Over Internet Protocol and is a category of hardware and software that enables people to use the Internet as the transmission medium for telephone calls by sending voice data in packets using Internet Protocol (IP) rather than by traditional circuit transmissions of the PSTN.
126.	Wireless Networks	Wireless Local Area Network (WLAN) services including secure AAA (Authentication, Authorization, and Accounting) LAN access and guest internet access.



APPENDIX B – Procurement Requisition Tool -Team Georgia Marketplace™ (TGM)

GTA Electronic Requisitioning using Team Georgia Marketplace™ (TGM) eProcurement (PeopleSoft Module)

The DOAS Team Georgia Marketplace (TGM) eProcurement requisition tool is the single authorized method to be used by GTA for requesting the procurement of goods and services and the payment of goods and services.

TGM provides easy self-service web-shopping system via online catalogs of products and services available on statewide contracts, streamlines employee ordering and lowers procurement costs by reducing transaction overhead and controlling maverick spending.

Benefits – provides simplified and reduced signature routing, reduced paper requisitions, automates receipts and returns, and simplifies creation of open item and history reports.

GTA Users – GTA staff identified to have TGM user access based on title, position and/or job function as follows:

GTA Title/Function	TGM User Roles
All Administrative Assistants, Selected Asset Management Staff, Computer Dev	Requesters and P-Card holders
Budget and CFO	Reviewer and Approver
Sr. Exec Admin and Dir., Asset Management	Approvers
Procurement Officer 1, P-Card Manager	Buyers
Procurement Officer 2	Contracts Management
APO and Procurement Director	Approvers

The official requisition method to be used by GTA for requesting procurement services consists of the following steps using TGM.

- 1) Department/end-user decides what it needs, and obtains a quote from the preferred supplier.
 - a. The quote should have all line items of all desired goods services.
 - b. The prices must be listed on the quote.
 - c. The quote should be recent (with a “shelf-life” of at least 30-60 days).
 - d. If there are any terms listed, those must be agreed upon.
- 2) Once the quote is received, the department's administrative assistant/requester will create a requisition, attaching the quote to it **(#1 of 4-way match)**.
 - a. The line items and process listed on the requisition must match exactly to the quote.
 - b. This requisition is then approved by OMP and the Budget Services Director of the Accounting Services department.
- 3) The approved requisition is received in procurement, a purchase order (PO) is created **(#2 of 4-way match)**.
 - a. PO must match exactly to the requisition and quote.
 - b. PO is approved and sent to vendor for processing, with a copy to the department/end-user for their records.
- 4) The vendor performs the service(s)/provides the goods.
- 5) The department must verify services completed/items received **(#3 of 4-way match)**.



- a. Typically, there is a receiving document or “stamp” or email or sign-off validating that the services were provided and/or goods received.
 - b. Department must verify that the service(s) performed/item(s) received match what was on the PO/quote.
 - i. If there are any discrepancies, department (and if needed, Office of Procurement Management) will work with supplier on correcting.
 - c. Once this receiving document is approved and sent to supplier, the supplier can then submit the invoice to the department.
- 6) Supplier sends invoice to department (**#4 of 4-way match**).
- a. The department verifies that the prices and amounts on the invoice match that what was on the quote, PO, and what was received (on the receiving document).
 - b. The department/end-user should ensure that all receiving documents are attached/included with the invoice information in TGM, and then forwarded on to GTA Accounts Payable.
 - c. Any discrepancies between the 4-way match must be brought to the attention of Office of Procurement Management and/or Office of Accounting Services (Accounting) to resolve.
- 7) Once all information from the invoice is received in Accounting, the payment (EFT or hard-copy check) is dispersed

Online User Access – GTA Office of Procurement Management provides TGM access to GTA Users through the submission of a GTA approved online *PeopleSoft FN Security Application Form* to the State Accounting Office (SAO). Prior to submitting the SAO security form and obtaining access, users are required to complete and pass prescribed TGM training courses offered by DOAS State Purchasing Division. A list of these required courses may be found at:

TGM Resource Links – The following TGM guides, and resources are available online at MyGTA:

- [Team Georgia Marketplace](#)
- [Quick Reference Guides for TGM Modules](#)

[Jaggaer Sourcing Director](#)

Georgia Procurement Registry (GPR)

- <https://ssl.doas.state.ga.us/gpr/>

GTA RF(X) Bid Posting Guidelines:

\$ Threshold	Minimum Posting Times for Bids*
\$0 - \$24,999.999	0 days
\$25,000.00 - \$99,999.00	Three (3) Business Days
\$100,000 - \$249,999.99	Five (5) Business Days
\$250,000 and above	Fifteen (15) Calendar Days

GTA Procurement at its option, may change, delete, suspend, or discontinue parts or the manual in its entirety, at any time without prior notice. In the event of a change, GTA offices will be notified.



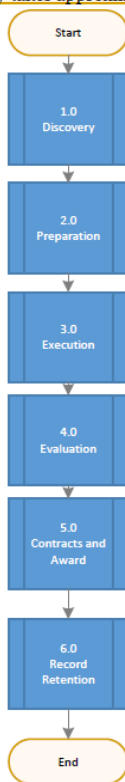
APPENDIX D - Procurement Management Process Workflows and Estimated Lead-times

SOLICITATIONS, including RFP, RFQC and SON

Overall Solicitation Process

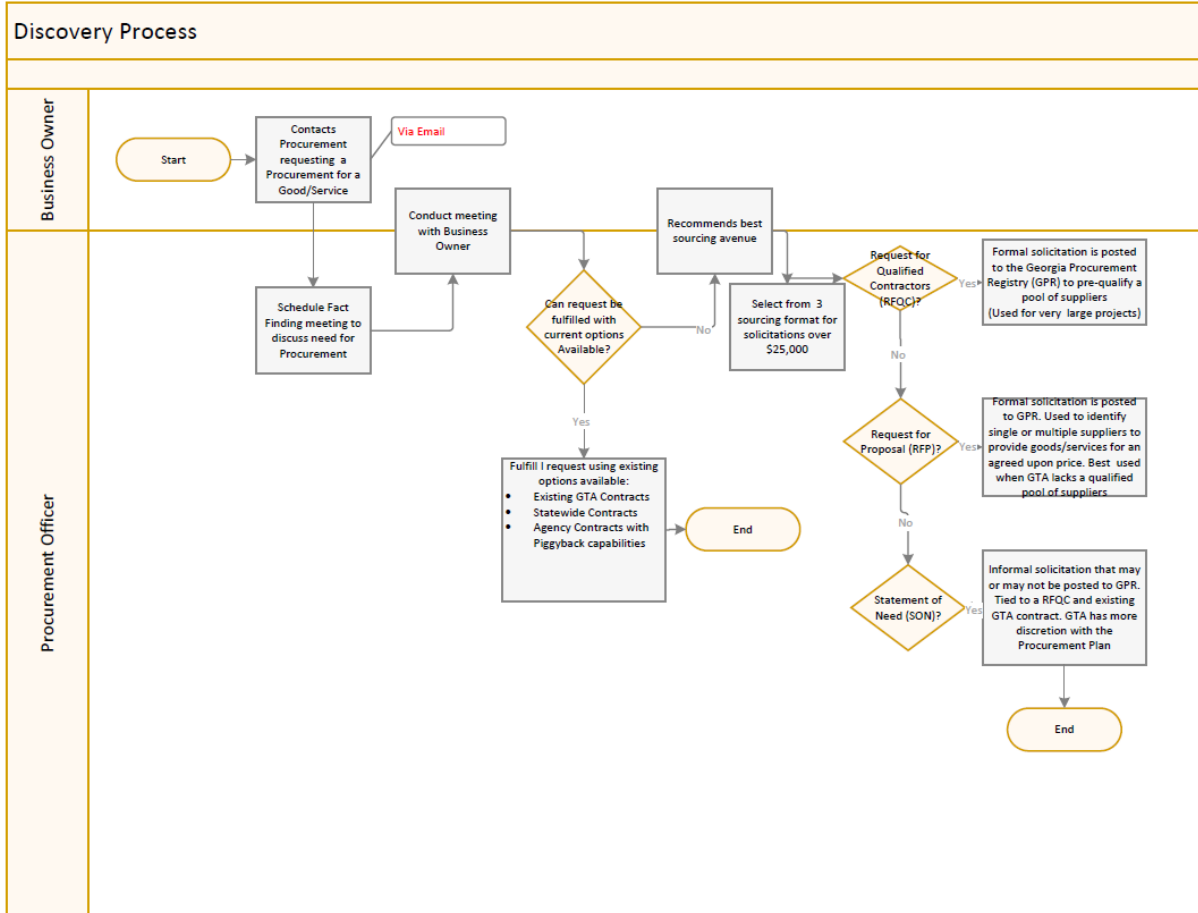
Solicitation Lifecycle Process

GTA General Solicitations describe the process of soliciting the supplier community to facilitate specific needs for GTA internally and/or on behalf of other state entities. The primary stakeholders in this process are the business owner, procurement issuing officer, and contracts administrator/legal. The solicitation cycle typically takes approximately 3-6 months before executing a contract

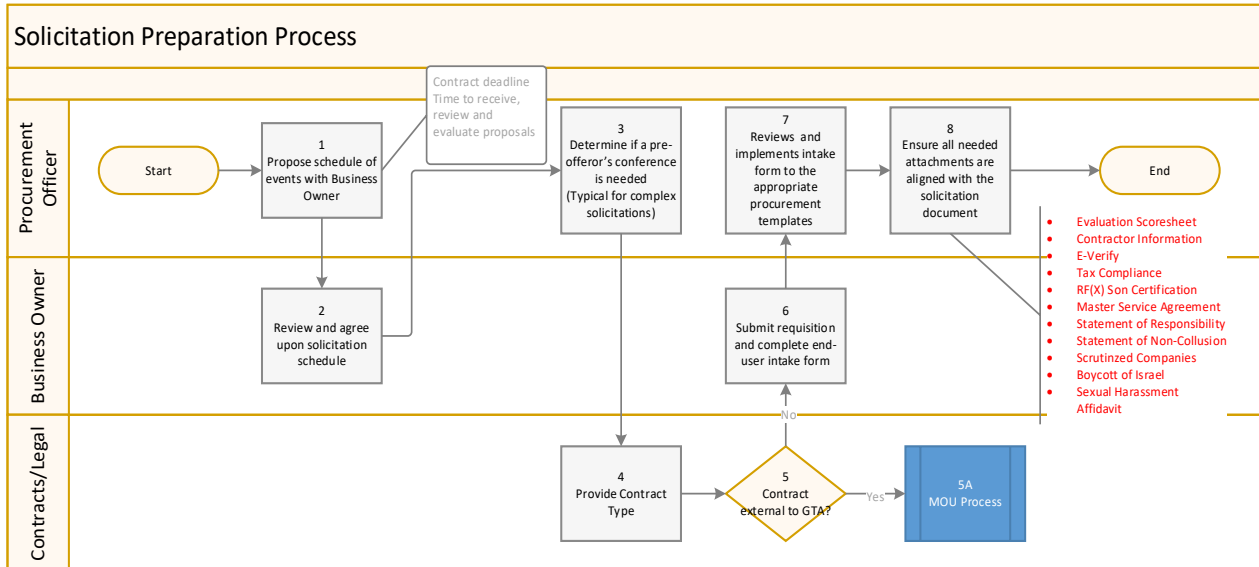




Solicitation Discovery Process



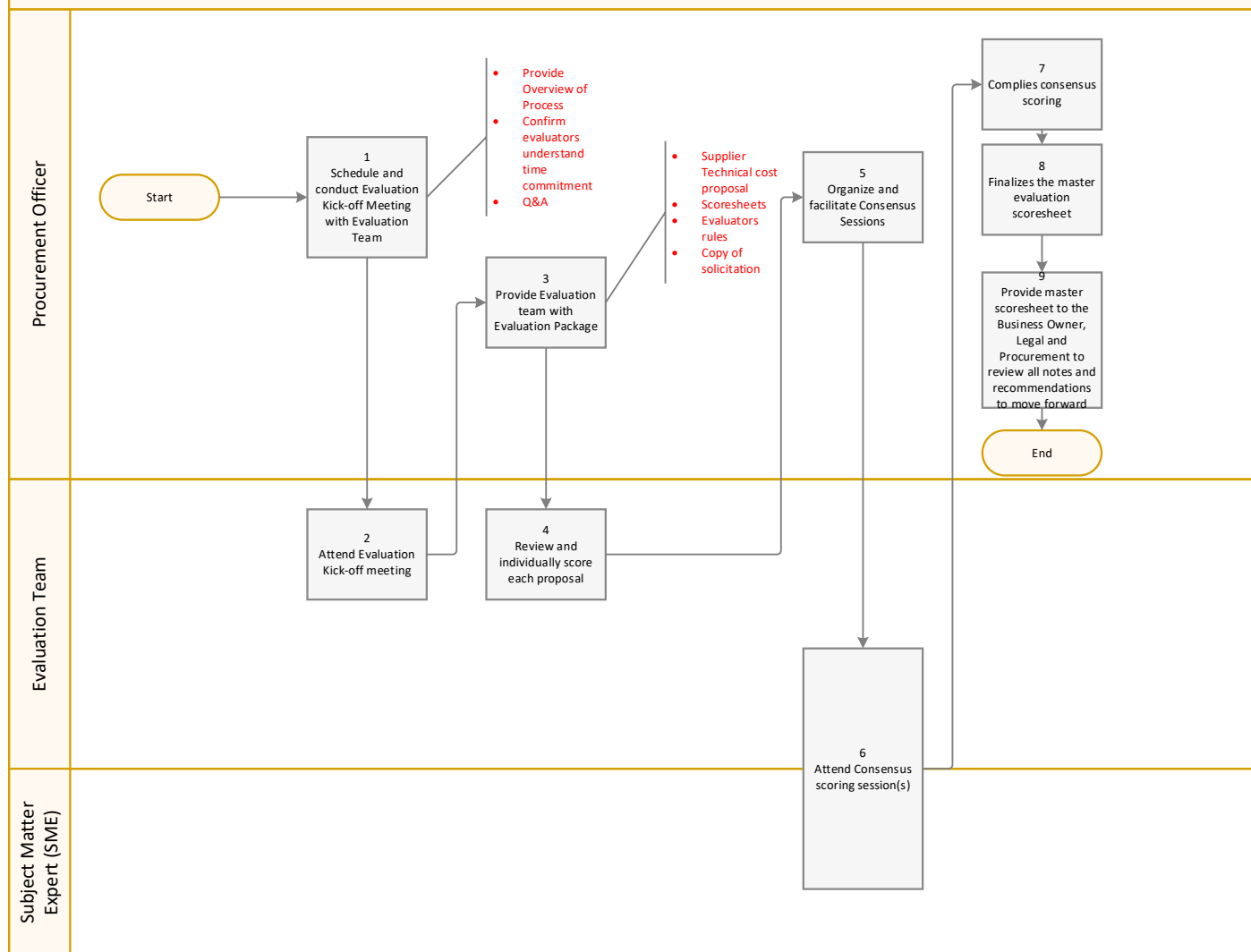
Solicitation Preparation Process





Solicitation Execution Process

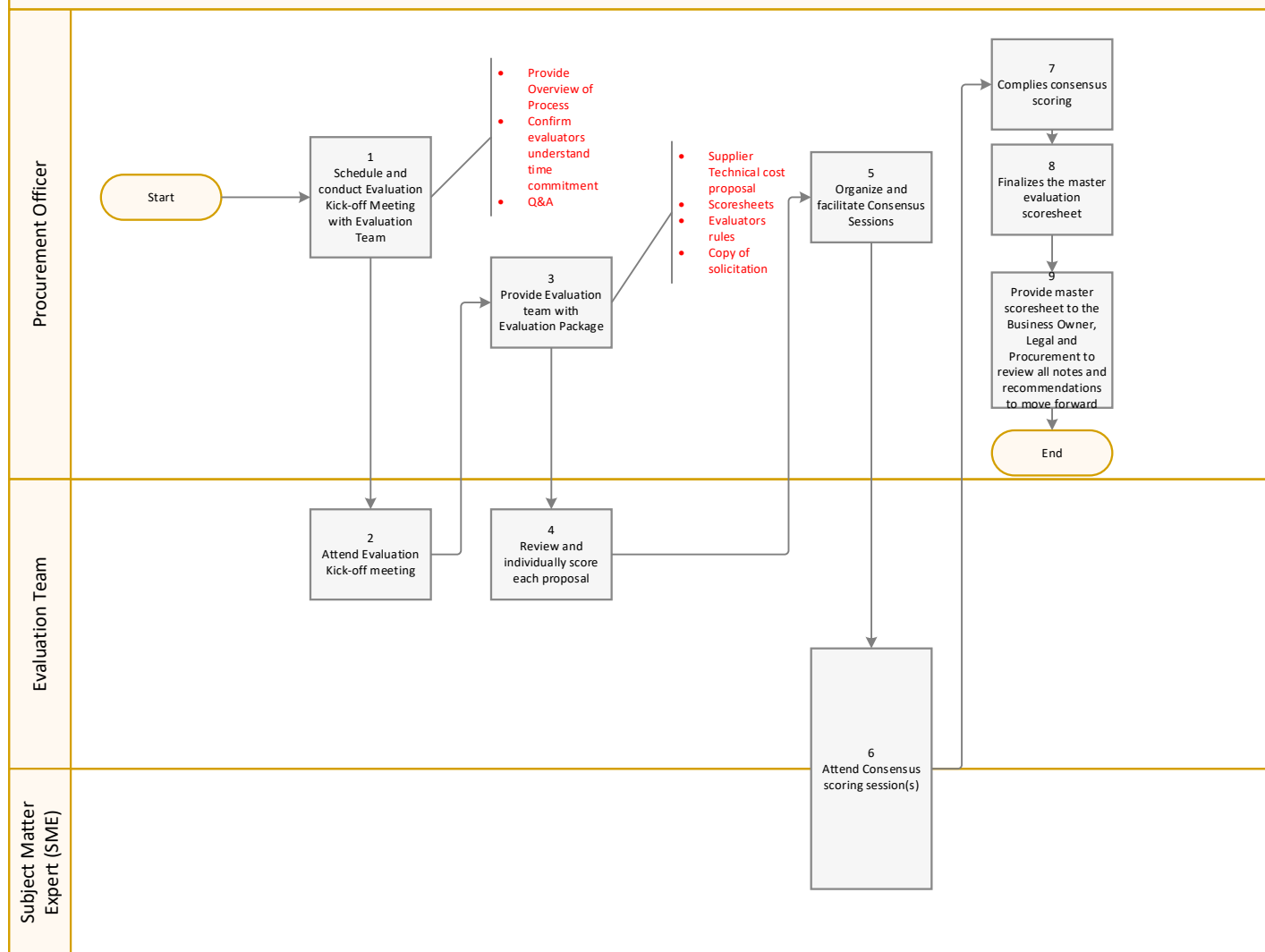
Solicitation Evaluation Process





Solicitation Evaluation Process

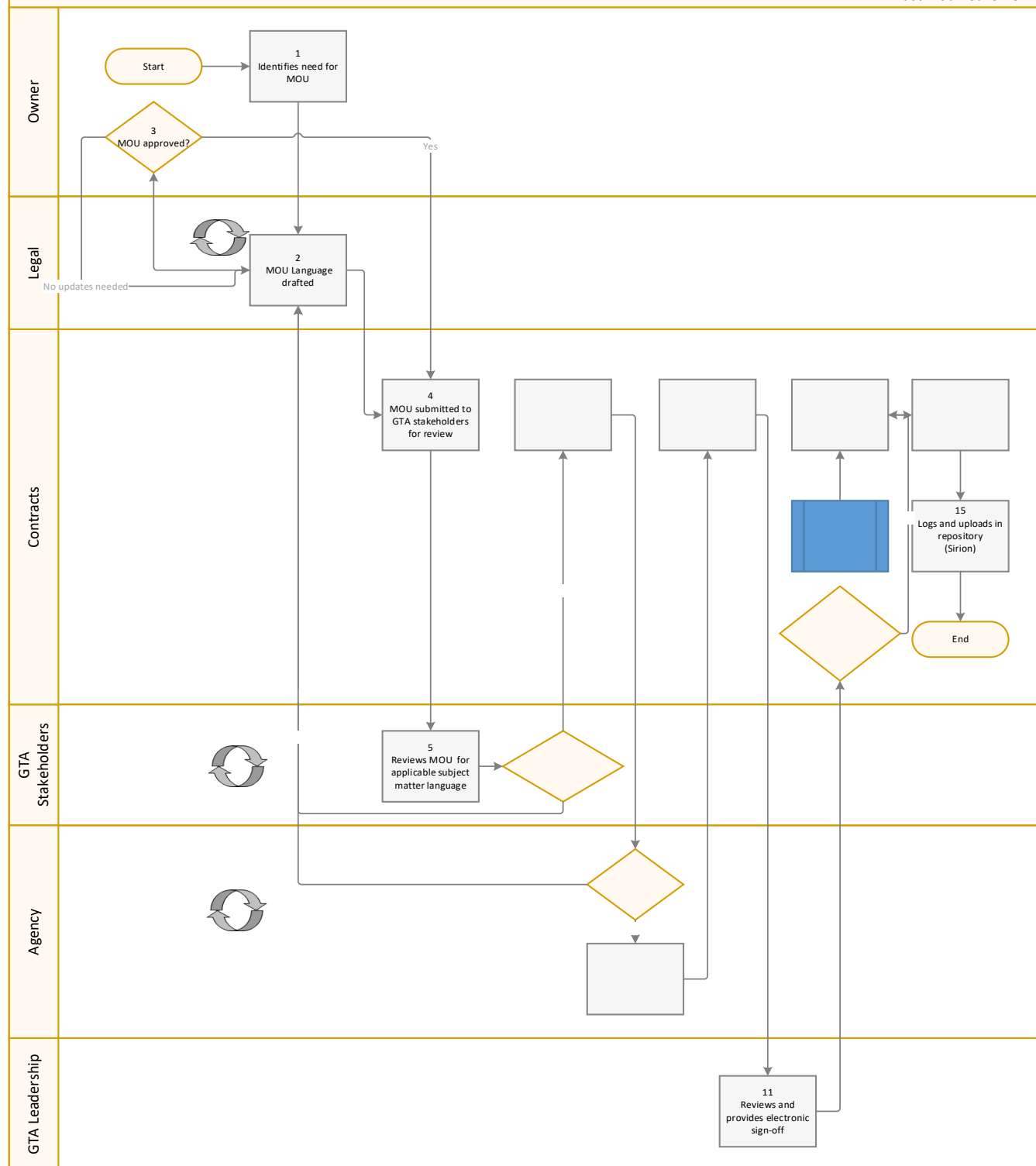
Solicitation Evaluation Process



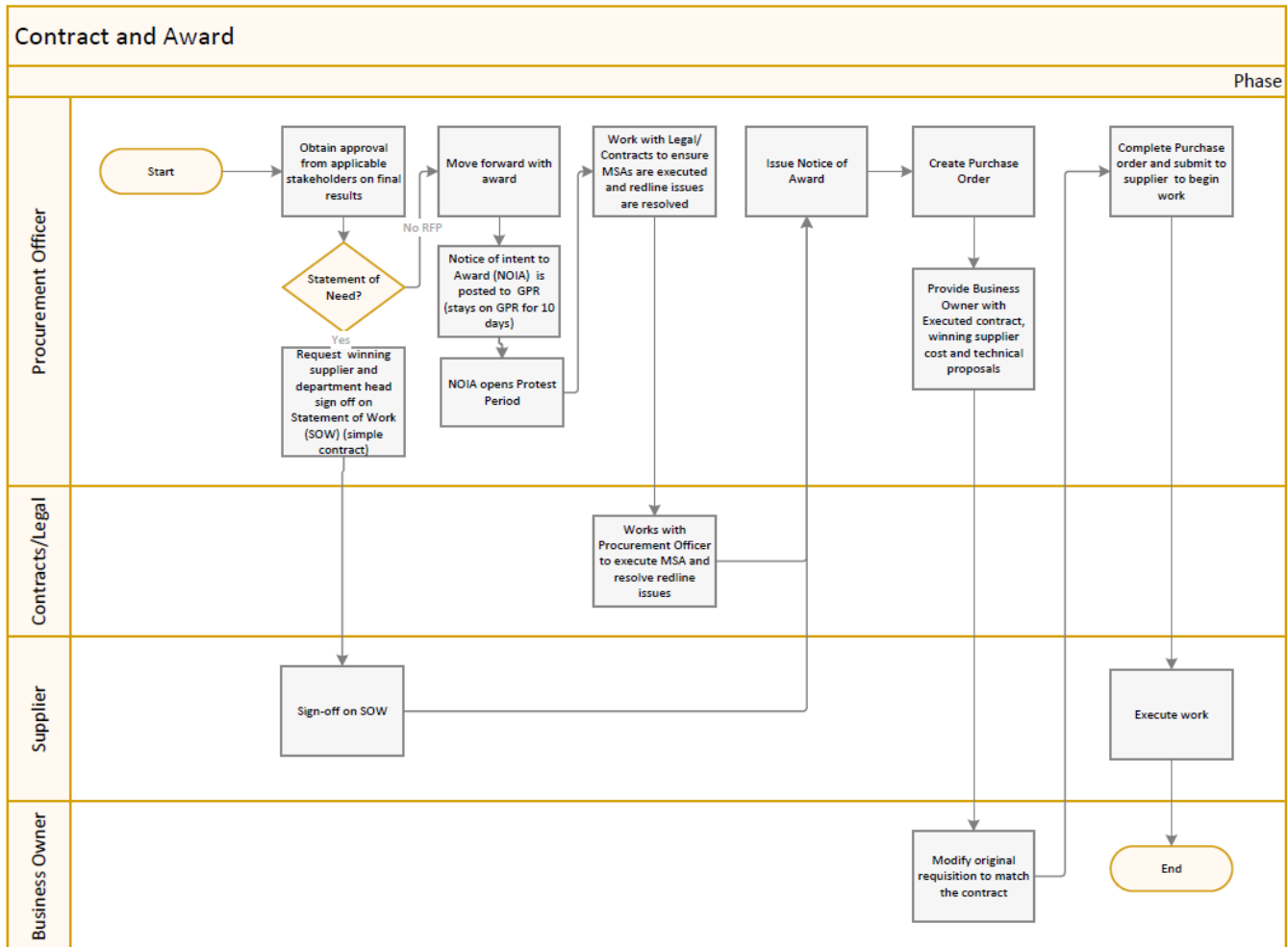
Memorandum of Understanding

Memorandum of Understanding (MOU) Draft version 2.0

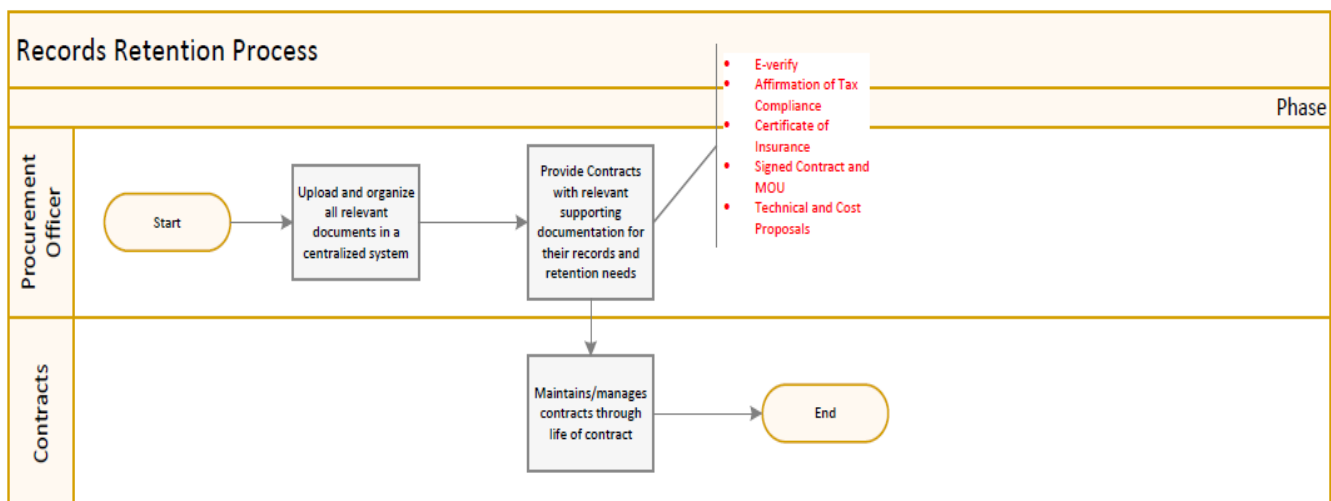
Last modified 9-29-21



Solicitation Contract and Award Process

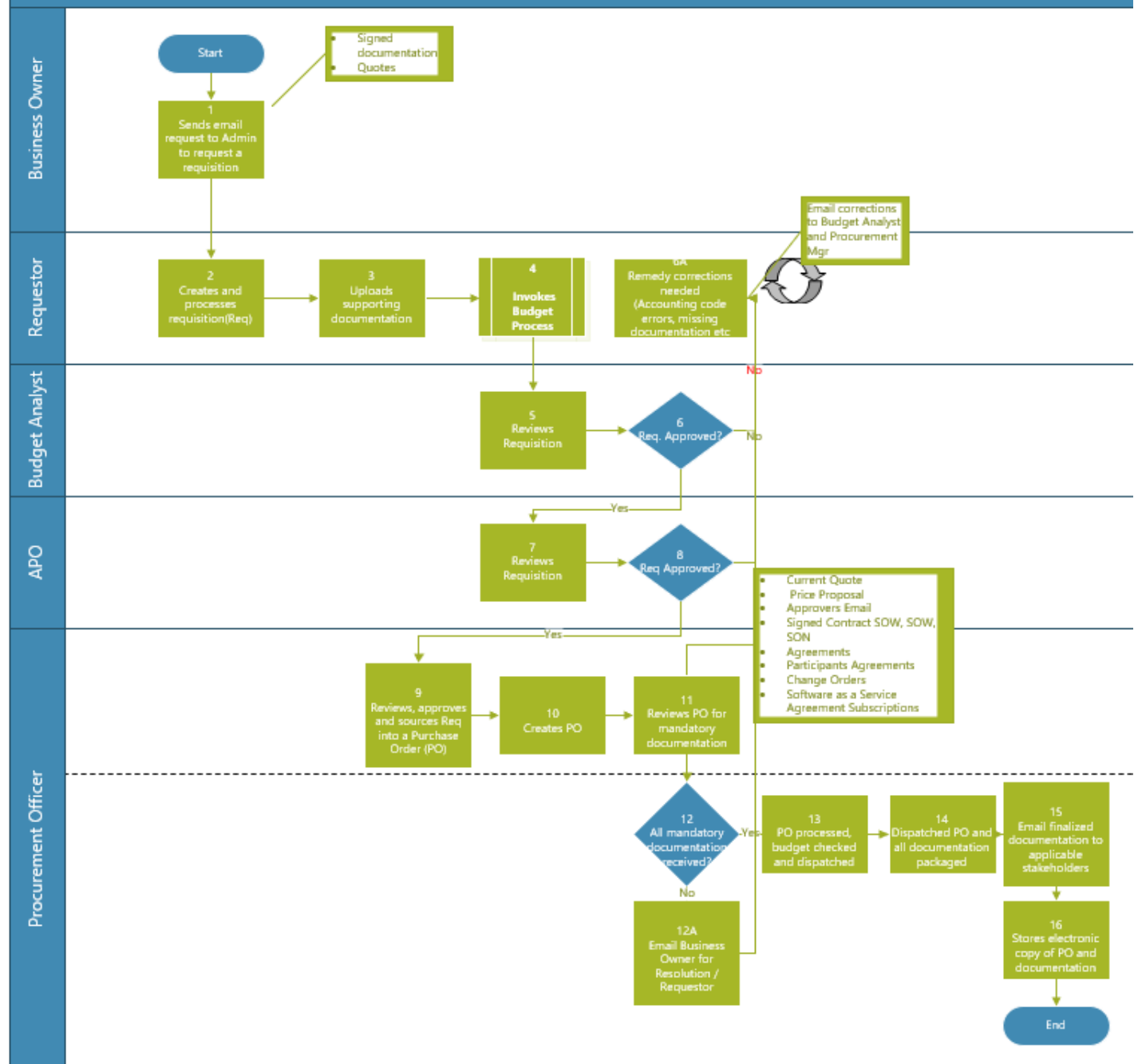


Solicitation Records Retention Process

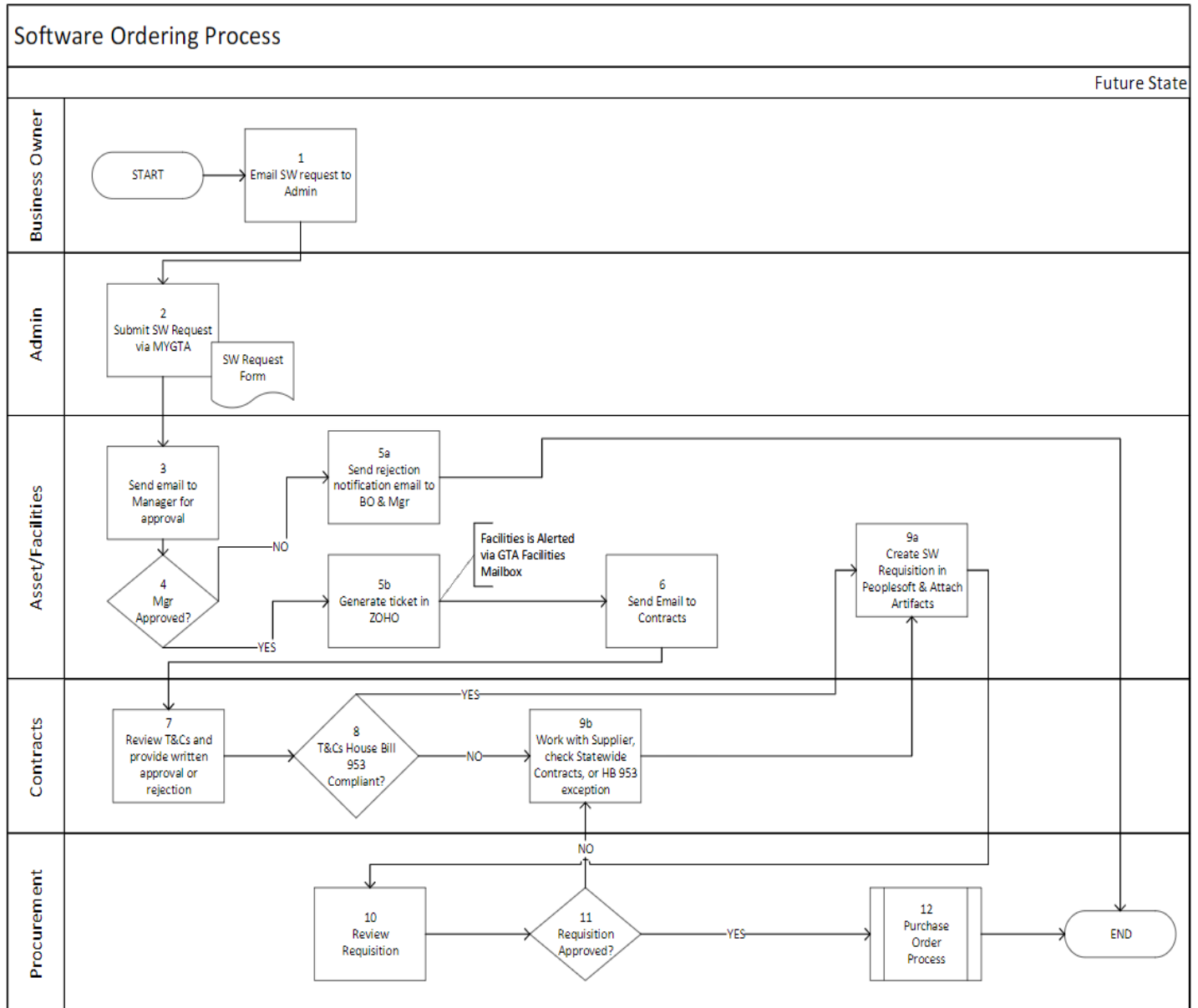


Purchase Order (PO) Process

Purchase Order (PO) Process



Software Ordering Process

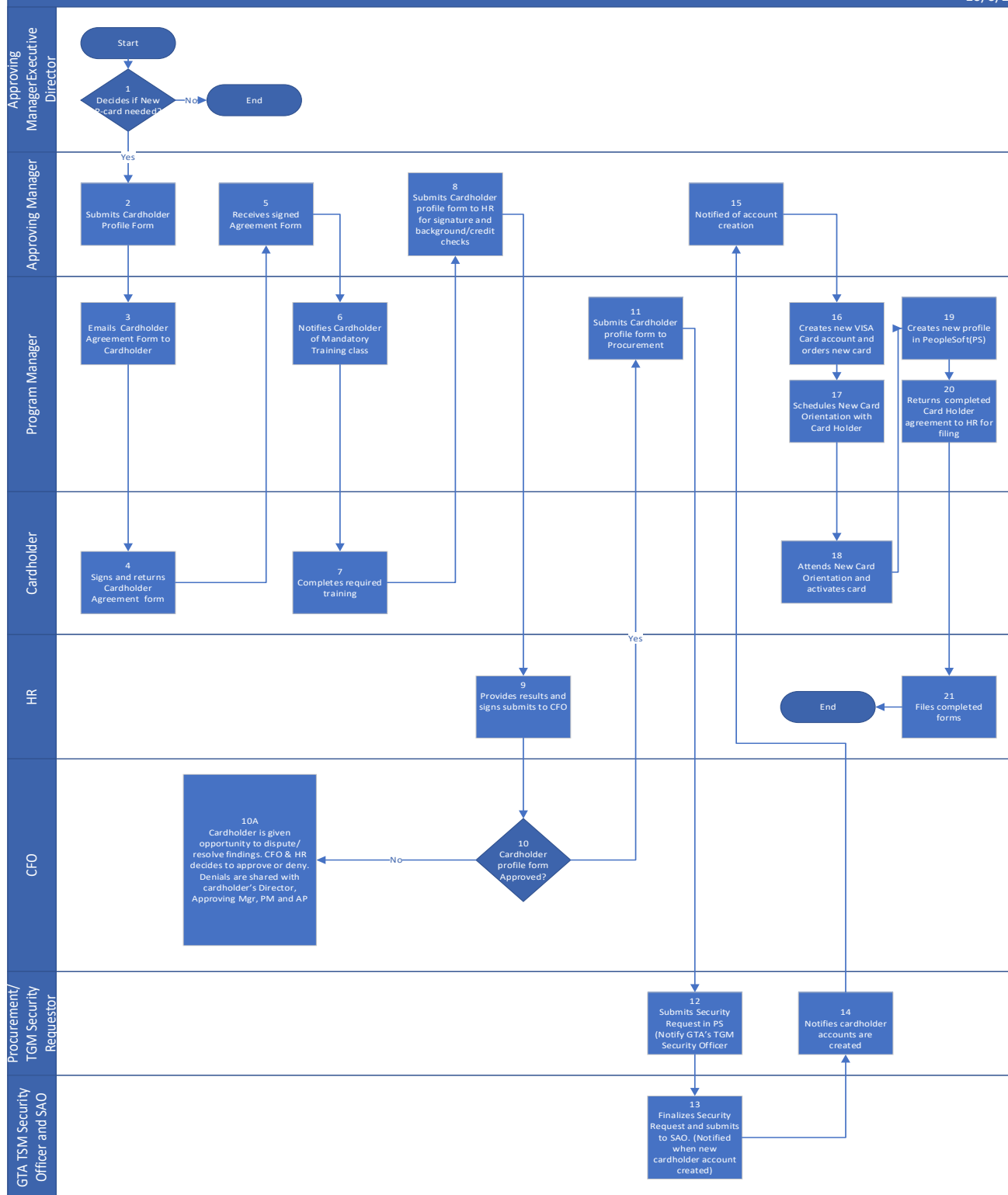




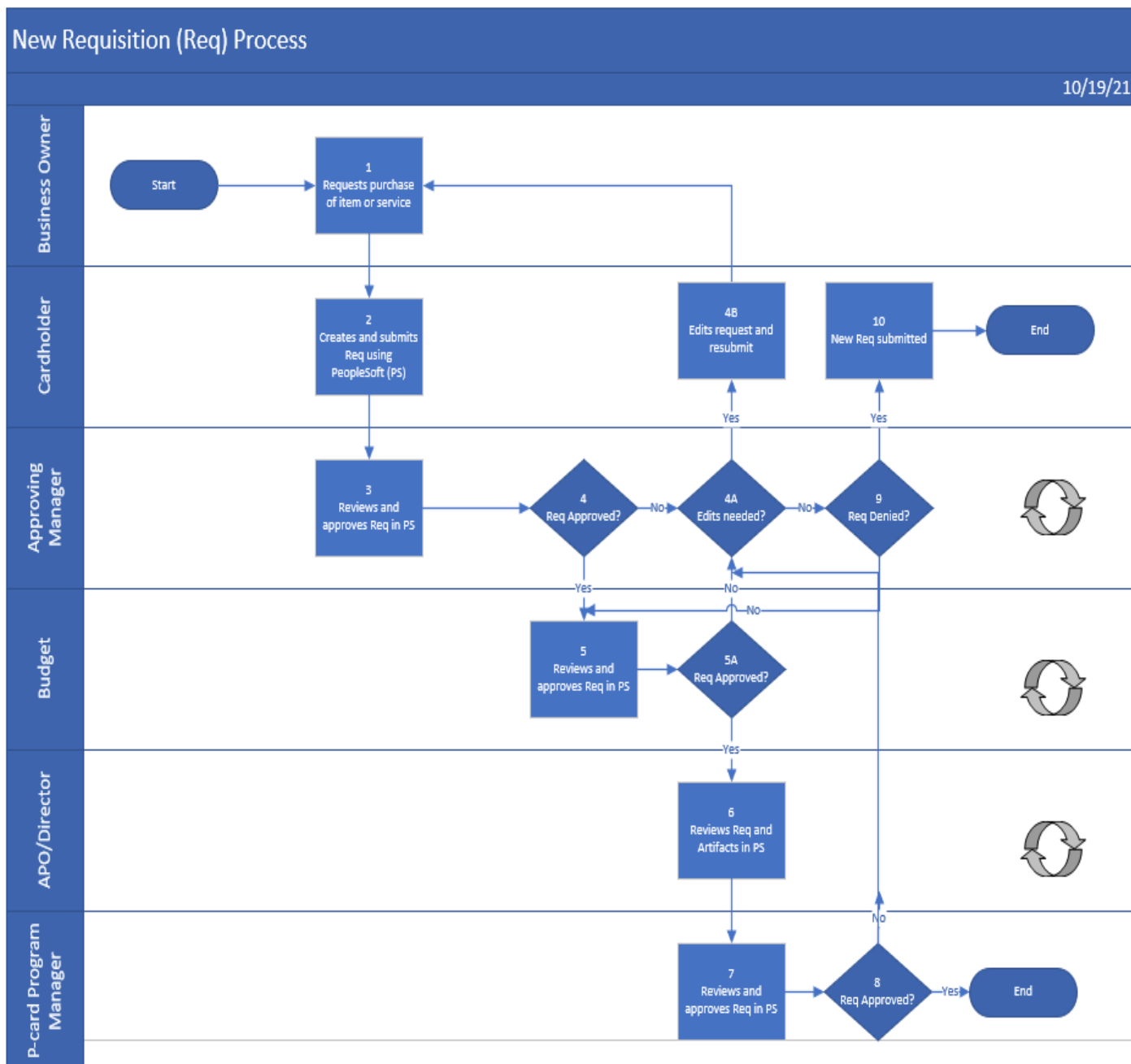
PROCUREMENT CARD (P-Card) Process

New P-Card Process

10/6/21



Requisition Process





APPENDIX E - GTA Signature Authority Delegation

Who Signs Contracts for GTA?

Contract Value	Business Owner	Signing Party
\$0 - \$200,000	Office Director	Office Director
\$200,001 - \$500,000	Office Director	Senior Officer
\$500,001 +	Office Director	Executive Director

Note 1 – Whoever signs agreement will also sign any amendment(s) to the agreement

Note 2 – Contract Value = projected initial year annual spend, including all costs (e.g., vendor expenses, travel, etc.)

- A Team Georgia Marketplace (TGM) request must accompany each contract and a TGM request may be used for each amendment, regardless of who signs.
- Contact GTA Office of Contracts & Compliance at the point in time you have determined that an agreement/amendment is necessary. They may engage the GTA's Office of General Counsel (OGC).
- All requests for Memorandum of Understanding (MOU) MUST be submitted to OGC for approval, this includes other types of document(s) even though they may not be titled "contract" or "agreement."
- Office Director is responsible for ensuring that budget and procurement requirements are met.
- Office Director is responsible for clearing obstacles or escalating, as needed.
- Office Director whose budget pays for the contract is responsible for the approval of contract, amendments, related quotes, and invoices and is the official GTA Business Owner.



APPENDIX F - GTA Protest Policy

1.0 Protest Process Overview

The following describes the mandatory administrative procedure whereby vendors may challenge the solicitation process and whereby bidders/offerors may challenge solicitation awards made by GTA. This policy complies with [Rule 665-2-11-.07. Protest Procedure](#)

1.1 Formal Protests

A vendor may file a written protest challenging GTA's compliance with applicable procurement procedures subject to the vendor's compliance with the following provisions. Any such written protest will be resolved in accordance with the following provisions.

1.2 Exemption for GTA Informal Procurements

GTA informal procurements not posted to the [Georgia Procurement Registry \(GPR\)](#) will not be subject to these protest procedures. These informal procurements are limited to Statements of Need (SON) that are solicited informally to selected qualified contractors from a public Request for Proposal (RFP) or Request for Qualified Contractors (RFQC) solicitation previously awarded by GTA. Statement of Need procurements are considered informal solicitations, and as such, the informal dispute resolution of the internal SON solicitation process resulting from disputes or issues raised by a qualified contractor will apply and be resolved by the Procurement Director.

This process is only available for those qualified contractors selected during the conclusion of a Request for Qualified Contractors (RFQC). All resolution decisions by the Procurement Director will be final.

"Statement of Need" ("SON") shall mean the informal competitive bid process available solely to the prequalified suppliers that have an executed contract for the specific referenced Request for Qualified Suppliers ("RFQC"). The informal bid process ("SON") is therefore exempt from formal protest pursuant to [Appendix F, Section 2.1 GTA Protest Procedures](#).

In the event of a protest of the SON award, the resolution of such protest will be resolved by the GTA Procurement Director with consultation provided by GTA Leadership, as appropriate. The findings of the GTA Procurement Director will be final.

1.3 Types of Challenges

Any aggrieved vendor interested in and capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process, including but not limited to a challenge to specifications or any events or facts arising during the solicitation process. Any aggrieved vendor interested in and capable of providing the goods/services identified in a sole source notice may file a protest challenging the sole source determination. Any aggrieved vendor submitting an accepted bid/proposal in response to a competitive solicitation may file a protest with respect to the GTA's intended or actual contract award, including but not limited to events or facts arising during the evaluation and/or negotiation process.

1.4 Form of Protest

At a minimum, the written protest shall comply with Section 1.5 and must include the following:

1. The name and address of the protestor.
2. Envelope or email subject line must be labeled "PROTEST".
3. Appropriate identification of the solicitation/sole source notice.



4. A statement of reasons for the protest.
5. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time (in which case, the vendor must proceed to file the protest when the filing period identified below but state the expected availability of the material).
6. The desired remedy.

GTA, at its discretion, may deem issues not raised in the initial protest as waived with prejudice by the protesting vendor.

1.5 Filing Protests

A protest is considered to be properly filed when it is in writing, signed by a company officer authorized to sign contracts on behalf of the vendor, and is received by GTA. The protest may be sent by any of the following means:

MAIL: **Attn:** Procurement Director
 Georgia Technology Authority
 47 Trinity Avenue,
 6th Floor
 Atlanta, GA 30334-9010

FAX: 404-657-8444

EMAIL: procurement@gta.ga.gov

The following deadlines shall apply when filing a protest for solicitations posted to the GPR:

Type of Protest	Protest Filing Deadline
Challenge to Competitive Solicitation Procedures	Five (5) business days prior to the closing date and time of the solicitation as identified on the GPR
Challenge to Sole Source Notice	Prior to the closing date and time of the Sole Source Notice as published on the GPR
Challenge to an Intended or Actual Solicitation Award	In the event the GTA posts a Notice of Intent to Award (NOIA), the protest must be filed within ten calendar days of the date the NOIA is posted
	In the event the GTA does <u>not</u> post a NOIA, the protest must be filed within five calendar days of the date the NOA is posted

1.6 Stay of Procurement During Protest Review

When a protest challenging the competitive solicitation process, for procurements posted to the GPR, has been timely filed at least five (5) business days prior to the closing date and time, the solicitation process shall remain active until an award decision is issued by a NOA, unless the

GTA Procurement Director makes a written determination that the suspension of the solicitation process without delay is necessary to protect the interests of GTA.

When a protest challenging a sole source notice, or an intended contract award has been timely filed and the challenge demonstrates that the sole source award is not in the best interest of the State; the GTA shall not proceed to actual contract award unless the GTA



makes a written determination that the issuance of a contract or performance of the contract without delay is necessary to protect the interests of GTA. If it is determined that it is necessary to proceed with contract performance without delay, the bidder/offeror with this contingent contract may proceed with performance and receive payment for work performed in strict accordance with the terms of the contract; however, such bidder/offer shall not be entitled to reimbursement for any capital outlay costs, or other up-front expenditures incurred in performing the contract. The provisions of this paragraph are not applicable to a protest pertaining to events or facts arising during the solicitation process.

1.7 Protest Resolution

The GTA Procurement Director shall review and issue a written decision on the protest as expeditiously as possible after receiving all relevant requested information from the GTA and/or issuing officer. Available remedies for sustained protests are as follows:

- If a protest is sustained prior to the closing date and time of the solicitation, available remedies may include, but are not limited to, the following: modification of the solicitation document, including but not limited to specifications and terms and conditions; extension of the solicitation closing date and time (as appropriate); and cancellation of the solicitation.
- If a protest of a sole source notice is sustained, available remedies include revision or cancellation of the sole source notice.
- If a protest of the intended/actual contract award is sustained, available remedies may include, but are not limited to, the following: revision or cancellation of the NOIA/NOA, re-evaluation and re-award or re-solicitation with appropriate changes to the new solicitation.

1.8 Cost

In no event shall a vendor be entitled to recover any costs incurred in connection with the solicitation or protest process, including, but not limited to, the costs of preparing a bid/proposal, the costs of participating in the protest/request for formal review process or any attorneys' fees.

1.9 Requests for Formal Review Process of a Protest Decision

All protest determinations by the GTA Procurement Director concerning solicitations, sole source notices, and/or intended/actual contract awards with an estimated value of \$100,000 or more shall be subject to formal review by the GTA Executive Director/CIO upon written request by parties of the protest determination. In the event the estimated value of the solicitation, sole source notice, and/or intended/actual contract award is less than \$100,000, it shall be within the GTA Executive Director's discretion whether such request for formal review will be granted. The following parties may file a request for formal review:

- (1) any vendor adversely impacted by the protest decision, including, but not limited to, the protesting vendor, provided the vendor is interested in and capable of providing the goods/services at issue and, in the event the underlying protest disputes an intended/actual contract award, submitted a timely bid/proposal and
- (2) GTA.

Any request for formal review must be received by the GTA Executive Director/CIO, to include a copy mailed to the attention of the GTA General Counsel, within three (3) business days of the issuance of the protest decision by U.S. mail or delivery service. The request for formal review must be in writing and shall identify any errors in the protest decision as well as the factual and legal grounds upon which reversal or modification of the protest decision is deemed warranted:



MAIL: **Attn:** Executive Director/CEO
Georgia Technology Authority
47 Trinity Avenue
6th Floor
Atlanta, GA 30334-9010

and

Cc: **Attn:** General Counsel
Georgia Technology Authority
47 Trinity Avenue
6th Floor
Atlanta, GA 30334-9010



APPENDIX G - GTA Procurement Ethics Policy. Fair and Open Bid Policy

GEORGIA TECHNOLOGY AUTHORITY		
Title:	Procurement Ethics Policy	
PSG Number:	PM-01-10-001	Topical Area: Procurement Ethics
Document Type:	Policy	Pages: 2
Issue Date:	10/10/2010	Effective Date: 10/10/2010, Revised Date: 12/31/2014, Revision Date: 05/01/2017
POC for Changes:		
Synopsis:	Establishes a procurement ethics policy and guidelines for the Procurement Management staff.	

PURPOSE

The Georgia Technology Authority Office of Procurement Management subscribes to the State's Code of Ethics for Governmental Service. Moreover, these employees should conduct themselves in such a manner as to foster public confidence in the integrity of the organization and the public procurement process.

SCOPE

The general scope of this policy is to protect governmental integrity. Employees of the Georgia Technology Authority Office of Procurement Management must discharge their duties impartially and in such a manner as to assure fair and competitive access to governmental procurement by responsible vendors.

POLICY

The Georgia Technology Authority Office of Procurement Management Division subscribes to the following ethical principles that govern the conduct of every person employed by this organization:

- Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.
- Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served.
- Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
- Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.
- Believes that GTA Office of Procurement Management and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions.



- Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.
- Resists encroachment on control of personnel in order to preserve integrity as a professional manager.
- Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy, and other protected characteristics.
- Does not challenge or attack others. Discussions and comments are meant to stimulate conversation not to create contention.
- Let's others have their say, just as you may desire.
- Defamatory, abusive, profane, threatening, offensive, or illegal materials are strictly prohibited.
- Does not post anything that one would not want the world to see or that one would not want anyone to know came from you.
- Uses caution when discussing products. Information posted is covered by the GTA and State of Georgia Open Records Act.
- Seeks or dispenses no personal favors.
- Handles each administrative problem objectively and empathetically, without discrimination.

RESPONSIBILITY TO YOUR EMPLOYER

- Follow the lawful instructions or laws of the employer.
- Understand the authority granted by the employer.
- Avoid activities, which would compromise or give the perception of compromising the best interest of the employer.
- Reduce the potential for any charges of preferential treatment by actively promoting the concept of competition.
- Obtain the maximum benefit for funds spent as agents for the employer.

CONFLICT OF INTEREST

- Avoid any private or professional activity that would create a conflict between your personal interest and the Interests of your employer.
- Avoid engaging in personal business with any company that is a supplier to your employer.
- Avoid lending money to or borrowing money from any supplier.

PERCEPTION

- Avoid the appearance of unethical or compromising practices in relationships, actions, and communications, including social media outlets.



- Avoid business relationships with personal friends. Request a reassignment if the situation arises.
- Avoid noticeable displays of affection, which may give an Impression of impropriety.
- Avoid holding business meetings with suppliers outside the office.
- When such meetings do occur, the meeting location should be carefully chosen so as not to be perceived as inappropriate by other persons in the business community or your peers.

GRATUITIES

- Never solicit or accept money, loans, credits or prejudicial discounts, gifts, entertainment, favors or services from your present or potential suppliers which might influence or appear to influence purchasing decisions.
- Never solicit gratuities in any form for yourself or your employer.
- Items of nominal value offered by suppliers for public relations purposes are acceptable when the value of such items has been established by your employer and would not be perceived by the offeror, receiver or others as posing an ethical breach.
- Gifts offered exceeding nominal value should be returned with an explanation or if perishable either returned or donated to a charity in the name of the supplier.
- In the case of any gift, care should be taken to evaluate the intent and perception of acceptance to ensure that it is legal, that it will not Influence your buying decisions, and that it will not be perceived by your peers and others as unethical.

BUSINESS MEALS

- There are times when during the course of business, it may be appropriate to conduct business during meals. In such instances, the meal should be for a specific business purpose.
- Avoid frequent meals with the same supplier.
- The purchasing professional should be able to pay for meals as frequently as the supplier. Budgeted funds should be available for such purposes.

CONFIDENTIAL INFORMATION

- Keep bidder's proprietary information confidential.
- Develop a formal policy on the handling of confidential information.

RELATIONSHIP WITH THE SUPPLIER

- Maintain and practice, to the highest degree possible, business ethics, professional courtesy, and competence in all transactions.
- Association with suppliers at lunches, dinners or business organization meetings is an acceptable professional practice enabling the buyer to establish better business relations provided that the buyer keeps free of obligation. Accordingly, it is strongly recommended that if a seller pays for an activity that the buyer



reciprocate.

- Purchase without prejudice, striving to obtain the maximum value for each dollar of expenditure
- Preclude from showing favoritism or be influenced by suppliers through the acceptance of gifts, gratuities, loans or favors. Gifts of a nominal value that display the name of a firm which is intended for advertisement may or may not be accepted in accordance with the recipient's own conscience or jurisdictional rules.
- Adhere to and protect the supplier's business and legal rights to confidentiality for trade secrets, and other proprietary information.
- Refrain from publicly endorsing products.

RELATIONSHIP WITH THE EMPLOYER

- Remain free of any and all interests and activities, which are or could be detrimental or in conflict with the best Interests of the employer.
- Refrain from engaging in activities where the buyer has a significant personal or indirect financial interest.
- Exercise discretionary authority on behalf of the employer.
- Avoid acquiring interest or incurring obligations that could conflict with interests of the employer.

RELATIONSHIPS WITH OTHER AGENCIES AND ORGANIZATIONS

- A buyer shall not use his position to exert leverage on individuals or firms for the purpose of creating a benefit for agencies or organizations that he may represent.
- All Involvement and transactions shall be handled in a professional manner with the Interest of the buyer's employer taking precedent.

RELATIONSHIP WITH PROFESSIONAL PURCHASING ORGANIZATIONS AND ASSOCIATIONS

- It is the obligation and the responsibility of the buyer, through affiliation with professional organization, to represent that organization in a professional and ethical manner.
- A buyer shall not use his position to persuade an Individual or firm to provide a benefit to an organization.



APPENDIX H - Non-Disclosure/Confidentiality of Sensitive Information Agreement (NDA)

The Georgia Technology Authority ("GTA"), a public corporation and instrumentality of the State of Georgia, develops, operates, maintains, or has access to data, applications and systems that contain Sensitive Information that is vital to the services and responsibilities of state government. The safeguarding of this information from unauthorized use or disclosure is a responsibility of vital importance to GTA.

This Agreement establishes and documents the entity identified on the signature page of this Agreement who will have access to such Sensitive Information (the "Recipient") as to the protection and safeguarding of sensitive data and/or information vital to GTA or its government customers while performing work on systems, applications, proposals, bids, contracts, projects, or research and development tasks. This Agreement is in addition to any other agreement between Recipient and GTA and is not intended to alter those agreements.

GTA has determined that in the course of Recipient's day-to-day responsibilities, Recipient will have access to Sensitive Information or may be assigned to a sensitive project or a position of trust, and Recipient has agreed to accept and perform such responsibilities and have access to such information. Therefore, in consideration of, and as a condition of Recipient's work on GTA and/or other Georgia government systems, applications, proposals, bids, contracts, projects, or research and development tasks, Recipient agrees as follows:

Section I. Definitions

1. "Sensitive Information" means any data or information received by Recipient from GTA or any of its government customers as part of the Recipient's Project Assignment except for data or information that is subject to disclosure pursuant to laws, regulations, or Court order or process including, but not limited to, the Georgia Open Records Act.
2. "Nondisclosure Period" means the period beginning on the date of this Agreement and surviving the termination of the Recipient's engagement or employment with GTA, until such time that such Sensitive Information is or becomes (through no improper action or inaction by Recipient) considered to be non-sensitive information by the GTA or its government customer.
3. "Personal Data" means any information that is not subject to disclosure under Georgia law including, but not limited to the Georgia Open Records Act, that is related to any identified or identifiable natural or legal person, including but not limited to government employees; and any other additional data deemed as personal data under any applicable federal personal data protection laws.
4. "Project Assignment" means any involvement in a government project, including but not limited to meetings, debriefings, bid and proposal preparation, contract negotiations, project performance, and project closeout.
5. "Project" means a government contract, order, assignment, or task that is considered confidential, sensitive, or classified or the subject of national security.
6. "Recipient" means the entity identified on the signature page of this Agreement, and shall include all Representatives, as defined hereunder, of the Recipient.



7. "Representatives" means the employees, directors, officers, members, partners, contractors, agents, or other representatives of the Recipient.

Section II. Sensitive Information

- 2.1 During the Nondisclosure Period, Recipient will hold in confidence all Sensitive Information that comes into Recipient's knowledge during Recipient's Project Assignment and will not disclose, publish, or make use of such Sensitive Information, directly or indirectly, on behalf of Recipient or on behalf of any other person or entity, without the prior written consent of GTA and/or GTA's government customer that is the custodian of the Sensitive Information.
- 2.2 Recipient acknowledges that during the course of its engagement or employment with GTA, Recipient shall not store, save, or transfer any government data or Sensitive Information to any personal computer equipment or storage device belonging to Recipient or to any third party not authorized to receive such Sensitive Information in writing by GTA and/or GTA's government customer that is the custodian of the Sensitive Information.
- 2.3 Recipient will take all necessary steps to ensure that its Representatives adhere to the terms of this Agreement, and Recipient will be responsible for any breach of this Agreement by its Representatives.
- 2.4 Upon GTA's request and, in any event, upon exiting a Project Assignment, termination of a Project, or the termination of Recipient's engagement or employment with GTA, Recipient shall deliver to GTA all memoranda, notes, records, manuals or other documents (including, but not limited to, written instruments, voice or data recordings, or computer tapes, disks or files of any nature, whether electronic or hard copy), including all copies of such materials and all documentation prepared or produced in connection with a Project that pertain to Sensitive Information, whether made or compiled by Recipient or furnished to Recipient by virtue of its involvement in with a Project.
- 2.5 The restrictions stated in paragraphs 2.1, 2.2, 2.3 and 2.4 are in addition to and not in lieu of protections afforded to trade secrets and Sensitive Information under applicable federal or state law. Nothing in this Agreement is intended to or shall be interpreted as diminishing or otherwise limiting the GTA's rights under applicable law to protect state secrets, trade secrets or Sensitive Information.

Section III. Reasonable and Necessary Restrictions

- 3.1 Recipient acknowledges that during the course of its engagement or employment with GTA Recipient has received or may receive access to Sensitive Information regarding government programs that are considered confidential, sensitive, classified, and/or the subject of state or national security. Accordingly, Recipient is willing to enter into the covenants contained in this Agreement in order to provide GTA with what Recipient considers to be reasonable protection of its interests.
- 3.2 Recipient acknowledges that the restrictions, prohibitions and other provisions in this Agreement are reasonable, fair, and equitable in scope, terms, and duration; are necessary to protect the legitimate business interests of GTA and those of GTA's customers.
- 3.3 Recipient acknowledges that unauthorized disclosure of Sensitive Information may subject Recipient to dismissal from the Project Assignment and other criminal and civil liability, penalties or imprisonment.
- 3.4 Nothing in this Agreement prohibits nor should be construed as prohibiting the Recipient from complying with applicable laws, regulations, or Court order or process including, but not limited to, the Georgia Open Records Act. However, Recipient shall immediately provide GTA with notice if Recipient receives a request



for data or information received by Recipient during the course of the Project Assignment including, but not limited to, a request under the Georgia Open Records Act, a Court order, or a subpoena.

Section IV. Business Practices

4.1 By signing this Agreement Recipient agrees to abide by GTA's Enterprise Information Security Policies and with GTA's internal policies regarding the protection and dissemination of Sensitive Information, whether in written, oral or electronic form. Recipient agrees to promptly report to the appropriate GTA official, in accordance with GTA's policies, any loss, theft, misuse, misplacement, unauthorized disclosure, or other security violation, the Recipient has knowledge of and whether Recipient is personally involved. Recipient understands that anonymity will be kept to the extent possible when reporting security violations. Recipient is expressly prohibited from:

disclosing password or access information to Sensitive Information associated with a Project with any party who does not have involvement in the Project AND a "need-to-know;"

maintaining any Sensitive Information after having exited the Project or after termination of engagement or employment with GTA; or

disclosing or providing Sensitive Information, whether written, oral or electronic, to any party who is not a GTA employee or contractor directly involved in the Project or the GTA government customer who is the custodian of the Sensitive Information.

4.2 Recipient understands and agrees that GTA will provide Project Sensitive Information on a need-to-know basis, in full or in part. Upon Recipient exiting a Project or termination of Recipient's engagement with GTA, Recipient agrees to any debriefing interview that may be required by the Project manager or GTA security officer or GTA government customer security officer.

Section V. Severability

In the event that a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable in any circumstances, the remainder of this Agreement, and the application of such provision in any other circumstances, shall not be affected thereby. In such event, the affected provision will be deemed modified to the extent necessary to render such provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent of the parties.

Section VI. Governing Law

This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Georgia, not including the choice-of-law rules thereof.

Section VII. Amendment; Waiver

No amendment, modification, or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by each of the parties hereto. Any waiver by any party or consent by any party to any breach of or any variation from any provision of this Agreement shall be valid only if in writing and only in the specific instance in which it is given, and such waiver or consent shall not be construed as a waiver of any subsequent breach or



any other provision or as consent with respect to any similar instance or circumstance.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the earliest date written below.

Date: _____

RECIPIENT

Entity: _____

By: _____
(Signature)

Print Name: _____

Title: _____



APPENDIX I - GTA GETS™ Program

GTA makes available high-quality, up-to-date IT services from leading technology service providers. State agencies can purchase those services in combinations and quantities that best meet their changing business needs. GTA has awarded Master Service Agreements (MSAs) to service providers for IT Infrastructure Services (IS) and Managed Network Services (MNS). Internal GTA requirements for IT Infrastructure Services (IS) and Managed Network Services (MNS) that are provided by the GTA Service Management Organization (SMO) service providers must be submitted in accordance with the latest processes and tool(s) for service delivery requests and ordering.

➤ IT Infrastructure Services (IS)

The general GETS™ Infrastructure Services categories include support and delivery of:

- Backup and Recovery
- EUC (End-User Computing) including desktop and laptop support
- LAN (Local Area Network) including support, and connecting computers in a small areas
- WAN (Wide Area Network)
- Mainframe and Hosting
- Print / Mail Service
- Server (including email)
- Storage
- Voice
- Wireless and Mobile Services (non-GETS)

In addition, the technical environments include:

- Data centers and computing facilities
- Computing and telecommunication service

➤ MultiSourcing Service Integrator (MSI)

GETS Program Overview



- GETS platform features plug-and-play model
- Allows quick response to changing needs
- A single business approach using multisourcing service integrator's tools, across multiple IT service providers
- Strong governance structure capitalizes on heavy engagement from agencies served
- Emphasis on service delivery, innovation, and transparency
- As the state's IT services broker, GTA matches agency business needs to best-suited services from IT market

Figure 13 - GETS Program Overview

Figure 14 - GETS MNS



APPENDIX J -Sample Cure Notice and Show Cause Notice

Cure Notice

*"You are notified that the **Georgia Technology Authority** considers [list/description of specific failure(s)] a condition that is endangering performance of the [Contract Name and Number] contract. Therefore, unless this condition is cured within [insert number of days/cure period as identified in contract, if applicable] days after receipt of this notice, the **Georgia Technology Authority** may terminate for default under the terms and conditions of the Termination clause of this contract"*

Show Cause Notice

*"Since you have failed to perform Contract No. [redacted] within the time required by its terms [or] cure the conditions endangering performance under Contract No. [redacted] as described to you in the **Georgia Technology Authority** Cure Notice letter dated [redacted], the **Georgia Technology Authority** is considering terminating the contract under the provisions for default of this contract. Pending a final decision in this matter, it will be necessary to determine whether your failure to perform arose from causes beyond your control and without fault or negligence on your part. Accordingly, you are given the opportunity to present, in writing, any facts bearing on the question to [name and address of contract administrator] within 10 days after receipt of this notice. Your failure to present any excuses within this time may be considered as an admission that none exist. Any assistance given to you on this contract or any acceptance by the **Georgia Technology Authority** of delinquent goods or services will be solely for the purpose of mitigating damages, and it is not the intention of the **Georgia Technology Authority** to condone any delinquency or to waive any rights the **Georgia Technology Authority** has under the contract".*



APPENDIX K - Sample Trade Secret Affidavit

[SAMPLE TEMPLATE ONLY]

Highlighted portions should be completed or deleted (as applicable) by affiant. Use of template does not establish that all requirements set forth under the Georgia Open Records Act are satisfied. Please seek independent legal advice prior to use.

**TRADE SECRET STATUS AFFIDAVIT
STATE OF GEORGIA
REQUEST FOR PROPOSAL, REQUEST FOR QUOTE, or REQUEST FOR QUALIFIED
CONTRACTOR
(INSERT SOLICITATION NUMBER AND TITLE)**

All documents, data, letters, and generated information received by the State constitutes a “public record” and is subject to disclosure under the Georgia Open Records Act (“GORA”). O.C.G.A. § 50-18-70 *et seq.* However, pursuant to O.C.G.A. § 50-18-72(a)(34), “[an] entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 *et seq.*].”

O.C.G.A. § 10-1-761(4) defines “trade secret” as “...information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information:

- A. Derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
- B. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.”

Therefore, the records listed below and attached hereto, that were submitted with (Supplier's Name) response to the State of Georgia Request for Proposal, Request for Quote, or Request for Qualified Contractor [NUMBER AND TITLE] are marked confidential pursuant to O.C.G.A. § 10-1-761(4):

- (List specific information that the supplier wishes to withhold and how that information constitutes a trade secret)
- Additional trade secret information requested to be withheld
- Additional trade secret information requested to be withheld

Under penalty of perjury, acknowledging that O.C.G.A. §16-10-71 provides a penalty of a fine of up to \$1,000 and potential imprisonment of one to five years, I attest that the specific information in the records listed above constitutes trade secrets pursuant to O.C.G.A. § 10-1-761(4), and request that the State of Georgia not disclose this protected information under the Georgia Open Records Act (“GORA”).



Signature:

[Signatory Name in Print]

[Signatory's Title]

[Company Name]

Date:

SUBSCRIBED AND SWORN BEFORE
ME ON THIS _____ DAY OF _____,
202x.

NOTARY PUBLIC

My Commission Expires:



APPENDIX L – Procurement Planning Milestone (PPM) Sample

Procurement Planning Milestones

[NAME OF SOLICITATION]


RFX 98000-XXXXXXXXXX

Original Issue: [DATE]		PLANNED POSTING DATE [XXX]	
Process Owner			
1 st	2 nd	Milestone	Target Date
PRE-BID			
IO	n/a	Submit RFX template for management/legal review	
IO	n/a	DOP/GC Review RFX	
POSTING			
IO	n/a	RFX Release to GPR	
IO	n/a	Vendor Questions Deadline (Part 1)	
IO	n/a	Conduct Offerors' Conference	
IO	n/a	Post Answers to Vendor Questions – GPR	
IO	EC	Conduct Evaluation Kickoff Meeting	
IO	n/a	RFX Proposals Due Date	
CLOSING			
IO	n/a	Complete Administrative Review of Proposals	
EC	n/a	Receive and Read Technical Proposals (Individually by committee members)	
EC	n/a	Evaluate Technical Proposals, including any Clarifications (Collectively by committee at meeting site)	
EC	IO	Complete Initial Technical Evaluations	
EC	n/a	Complete Technical Evaluation Scoring and Clarifications	
EC	n/a	Technical Evaluation Results Provided to DOP-CO	
EC	n/a	Price Information Received from DOP-CO	
EC	n/a	Conduct Price Proposals Reviews, Clarifications and Analysis	
EC	n/a	Price Evaluation Complete	
EC	n/a	Submit Technical/Price Analysis to SGO-CO and schedule demos, if applicable	
NT	n/a	Schedule Negotiations with top scoring suppliers, if applicable	
NT	n/a	Negotiation Team (NT) Conduct Discussions/Negotiation Period	
AWARD			
IO	n/a	Notify Apparent Successful Offeror (ASO)	
IO	IO	Provide Contractor with Agreement for Signing	
IO	n/a	Post Notice of Intent to Award on GPR	
IO	n/a	Obtain Contract Authorizations (CAF) and Execute Agreement (GTA) – 10 days after NOIA without a protest	
IO	n/a	Post Award Notice Information to GPR	
POST AWARD			
BO	IO	Conduct Project Kickoff Meeting w/Awarded Vendor	

LEGEND – **BO**= Business Office ; **IO** = Issuing Officer; **EC** = Evaluation Committee; **NT** = Negotiation Team
DOP/GC= Director of Procurement/General Counsel; **DOP-CO**= Director of Procurement-Contracting Officer;
SGO-CO= Sourcing Governance Office – Contracting Officer



APPENDIX M - [GTA Environmental Procurement Policy](#)

	GEORGIA TECHNOLOGY AUTHORITY	
Title:	Environmental Procurement Policy	
PSG Number:	EP-01-10-001	Topical Area: Procurement
Document Type:	Policy	Pages: 5
Issue Date:	02/22/2012	Effective Date: 02/22/2012
REVISION DATE:	09/01/2021	REVISION #: 1
POC for Changes:	Lisa Mehalko	
Synopsis:	Establishes an environmental procurement policy and standards for Procurement Management Office employees.	

PURPOSE

The Georgia Technology Authority (GTA) Office of Procurement Management adopts and incorporates the following Environmental Policy as the official Environmental Procurement Policy for the GTA Office of Procurement Management staff.

This policy, with the supporting tenets of the state of Georgia Procurement Manual (GPM) and the GTA Procurement Manual shall be applied to all GTA procurement services and activities.

SCOPE

The general scope of this policy is the employees of GTA's Office of Procurement Management who must discharge their duties impartially and in such a manner as to assure fair, open, and competitive access to governmental procurement by responsive and responsible vendors.

POLICY

GTA's Office of Procurement Management hereby adopts as their own, the following environmental principles and standards which shall govern the procurement related activities of every person employed by this organization:

1. Purchasing environmentally preferable products is an effective way to protect the environment.
2. Demand for environmentally 'green' products influence industry practices and encourage all to conserve energy and natural resources.
3. Environmentally preferable products are currently available to state government through Department of Administrative Services State Purchasing Division's Statewide Contracts.
4. In some cases, there are laws or executive orders that require state agencies to purchase these products.
5. The GTA, as an "Authority" is exempt from adhering to these laws and executive orders; however, after careful consideration, GTA hereby adopts and agrees to follow these same orders



and laws agreeing. GTA acknowledges that these rules and considerations are the best choice and value when cost, quality, and environmental considerations are taken into account.

6. GTA will take every opportunity to go 'green'!

THIS POLICY IS HEREBY ESTABLISHED AND ADOPTED:

Lisa Mehalcko

Name

September 1, 2021

Date

Procurement Director

Position